

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL LEAGUE
PLAYERS' CONCUSSION INJURY
LITIGATION

Kevin Turner and Shawn Wooden, on behalf of
themselves and others similarly situated,

Plaintiffs,

v.

National Football League and NFL Properties
LLC, successor-in-interest to NFL Properties,
Inc.,

Defendants.

THIS DOCUMENT RELATES TO: ALL
ACTIONS

Case No. 2:18-md-02323-AB

MDL No. 2323

The Honorable Anita B. Brody

**DECLARATION OF MICHAEL D. ROTH
IN SUPPORT OF RD LEGAL FINANCE,
LLC'S OPPOSITION TO ANDREW
STEWART'S MOTION TO REQUIRE
CLAIMS ADMINISTRATOR TO PAY
REMAINING AMOUNT OF MONETARY
AWARD**

[Opposition to Andrew Stewart's Motion to
Require Claims Administrator to Pay
Remaining Amount of Monetary Award filed
concurrently herewith]

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Facsimile: (213) 629-9022

Attorneys for RD LEGAL FUNDING, LLC;
RD LEGAL FINANCE, LLC; RD LEGAL
FUNDING PARTNERS, LP; and RONI
DERSOVITZ

DECLARATION OF MICHAEL D. ROTH

I, MICHAEL D. ROTH, declare and state as follows:

1. I am a partner at Boies Schiller Flexner LLP, counsel for RD Legal Finance, LLC (“FINCO”) in this matter. I submit this declaration in support of FINCO’s Opposition to Andrew Stewart’s Motion to Require Claims Administrator to Pay Remaining Amount of Monetary Award. I have personal knowledge of the facts stated herein, and could and would testify competently thereto if called as a witness in this matter.

2. On March 13, 2018, I received an email from Andrew Stewart’s attorney, Michael Rosenthal, attaching a letter to FINCO and, pursuant to “instructions from the Claims Administrator,” forwarding to FINCO a document entitled “Waiver Relinquishing Rights Under Attempted Assignment” (the “Waiver Form”). A true and correct copy of the March 13, 2018 email and attachment is attached hereto as Exhibit 1.

3. On April 10, 2018, I sent a letter to Mr. Rosenthal and the Claims Administrator, BrownGreer PLC (“BrownGreer”), informing them that FINCO would be accepting the offer of rescission of Mr. Stewart’s Assignment and Sale Agreement. A true and correct copy of my April 10, 2018 letter is attached hereto as Exhibit 2.

4. Later on April 10, 2018, I sent an email to Mr. Rosenthal and BrownGreer forwarding to them the Waiver Form executed by FINCO. A true and correct copy of my April 10, 2018 email with the executed Waiver Form is attached hereto as Exhibit 3.

5. On April 11, 2018, I received an email from Mr. Rosenthal stating “Andrew will not sign the waiver.” A true and correct copy of Mr. Rosenthal’s April 11, 2018 email is attached hereto as Exhibit 4.

6. I responded on April 11, 2018, by emailing the Claims Administrator and Mr. Rosenthal, and informing them: “Rule 8(b) of the Rules Governing Assignment of Claims covers this situation and provides: ‘If the Settlement Class Member has not agreed to the amount advanced that has not been repaid, the Claims Administrator and the Special Master will determine the correct amount from the materials submitted.’” Attached to my email were the completed Waiver Form, Mr. Stewart’s Assignment and Sale Agreement, and proof of FINCO’s

payment of \$343,120.53 pursuant to the assignment agreement. A true and correct copy of my April 11, 2018 email, with attachments, is attached hereto as Exhibit 5.

7. Later on April 11, 2018, I was copied on an email from Mr. Rosenthal to the Claims Administrator stating that “Mr. Stewart has a right to decline” the rescission, and demanding that the claims administrator pay the full \$343,120.53 to Mr. Stewart. A true and correct copy of Mr. Rosenthal’s April 11, 2018 email is attached hereto as Exhibit 6.

8. On April 11, 2018, I responded and informed the Claims Administrator that Mr. Rosenthal’s position is inconsistent with the Court’s December 8 Order and the Rules Governing Assignment of Claims. A true and correct copy of my April 11, 2018 email is attached hereto as Exhibit 7.

9. On April 13, 2018, I spoke with Andrew Oxenreiter, Senior Counsel at BrownGreer, who informed me that (a) Mr. Stewart was the first player who had not agreed to the distribution after the Waiver Form was signed, (b) that in accordance with Rule 8(b) of the Rules Governing Assignment of Claims, they agree that the Claims Administrator and Special Masters are supposed to figure out the amount due to the third-party funding companies, and (c) the Claims Administrator and Special Masters had looked at the agreements when the Waiver Form was issued and they agreed with the amount of \$343,120.53 that FINCO asserted should be returned.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed June 26, 2018, at Los Angeles, California.

/s/ Michael D. Roth

EXHIBIT 1

From: [Michael Rosenthal](#)
To: [Michael Roth](#)
Subject: NFL Concussion Litigation
Date: Tuesday, March 13, 2018 2:22:56 PM
Attachments: [Letter to RDL.pdf](#)
[ATT00002.htm](#)

Mr. Roth,

Please see the attached.

—
Michael H. Rosenthal
[Rosenthal Lurie & Broudy LLC](#)
102 Pickering Way, STE 310
Exton, PA 19341
(p) 215.496.9404
(f) 215.600.1728
Michael@RLBlawgroup.com



BUSINESS AND COMMERCIAL
COMMERCIAL LITIGATION
EMPLOYMENT AND BENEFITS
INSURANCE AND REINSURANCE
REAL ESTATE AND CONSTRUCTION

Michael H. Rosenthal
(p) 215.496.9404
(f) 215.600.1728
Michael@RLBlawgroup.com

Reply to Exton Office

March 13, 2018

VIA FACSIMILE 201.568.9307

Roni Dersovitz
RD Legal Finance, LLC
45 Legion Drive, 2nd Floor
Cresskill, NJ 07626

**Re: NFL Concussion Litigation
Andrew Stewart/Purported Assignment and Sale Agreement of January 26,
2016**

Dear Mr. Dersovitz:

My client, Andrew Stewart, will be receiving funds from the settlement of the NFL Concussion Litigation. Mr. Stewart entered into a purported Assignment and Sale Agreement with RD Legal Finance, LLC ("RDL") on or about January 26, 2016. As you know, the Court ruled in its Order dated December 8, 2017 ("Order") that this agreement is void and invalid.

I have now received instructions from the Claims Administrator to forward to you a "Waiver Relinquishing Rights Under Attempted Assignment" ("Waiver"), which is attached here. As explained in the Waiver, RDL has an opportunity to accept a rescission, subject to the terms of the Waiver. If you decide to proceed with the Waiver, please complete Sections II through V, sign Section VI, and return it to me. The Claims Administrator's deadline for returning a completed waiver is April 12.

A copy of this letter is also being emailed to RDL's attorney, Michael Roth.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael H. Rosenthal".

Michael H. Rosenthal

cc. Michael Roth, Esq.

PHILADELPHIA
325 CHESTNUT STREET
SUITE 800
PHILADELPHIA, PA 19106

WWW.RLBLAWGROUP.COM

EXTON
102 PICKERING WAY
SUITE 310
EXTON, PA 19341

EXHIBIT 1-A

NFL

CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT

DEADLINE FOR RECEIPT OF COMPLETED WAIVER: APRIL 12, 2018

In the Explanation and Order dated 12/8/17 (the “Order”), the Court ruled that any agreement entered into by a Class Member that assigned or attempted to assign monetary claims is void and invalid. The Claims Administrator is prohibited from paying a Class Member’s monetary award to any third-party that holds an assignment or attempted assignment (“Third-Party Funder”).

The Order provides an opportunity for Third-Party Funders to accept rescission. To do so, Third Party Funders must execute this Waiver Relinquishing Rights Under Attempted Assignment (this "Waiver"), thereby relinquishing any claims to rights under the agreement that created the assignment or attempted assignment, and return it to the Claims Administrator within 30 days of the date that the Claims Administrator issued it. This deadline is printed in the banner heading above.

The Claims Administrator will withhold – from the Class Member’s monetary award – the amount of money that the Third-Party Funder has already paid to the Class Member and that the Class Member has not returned to the Third-Party Funder, if:

1. The Third-Party Funder has provided a completed, signed Waiver to the Claims Administrator; and
2. The Class Member confirms the monetary amount indicated in Section III below.

If the Class Member is represented by a lawyer, the Third-Party Funder must submit the completed, signed Waiver to the Class Member's lawyer.

If the Class Member is not represented by a lawyer, the Third-Party Funder must submit the completed, signed Waiver directly to the Claims Administrator.

I. SETTLEMENT CLASS MEMBER INFORMATION

Settlement Program ID		100014616	
Name	First Andrew	M.I.	Last Stewart
Settlement Class Member Type		Retired NFL Football Player	
Lawyer	Rosenthal Lurie & Broudy LLC		

II. THIRD-PARTY FUNDER INFORMATION

Name			
Employer Identification Number	EIN <div> <div></div><div></div><div></div><div></div> </div> <div>-</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>		
Address	Street		
	City	State	Zip Code

Name of Authorized Business Representative			
Title of Authorized Business Representative			
Email Address			
Phone Number	() -		

III. DETAILS OF AGREEMENT(S) BETWEEN THIRD-PARTY FUNDER AND CLASS MEMBER

Name and Date of Agreement(s) Between Third-Party Funder and Class Member. Enter the names (e.g., Funding Agreement, Promissory Note, Security Agreement, etc.) of the agreements between the Third-Party Funder and the Class Member in which the Class Member assigned or attempted to assign a monetary claim to the Third-Party Funder, together with the effective dates of those agreements. If one transaction includes multiple agreements, list them all. If there are more than five agreements, list additional agreements on a separate page.

Name of Agreement Document	Effective Date of Agreement
1.	
2.	
3.	
4.	
5.	

Amount Third-Party Funder Paid to Class Member. Enter the total amount of money that the Third-Party Funder has already paid to the Class Member.	\$ _____
--	----------

Amount Class Member Has Returned to Third-Party Funder. If applicable, enter the total amount of money that the Class Member has returned to the Third-Party Funder.	\$ _____
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NOTE: Upon receipt of this completed Waiver signed by the Third-Party Funder and the Attachment A signed by the Class Member, the Claims Administrator will withhold the amount the Third-Party Funder has paid to the Class Member, minus any amount the Class Member has returned to the Third-Party Funder, from the Class Member's Monetary Award payment and direct that amount to the Third-Party Funder.

IV. ACCEPTANCE OF RESCISSION AND WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT

By signing this Waiver and accepting the amount noted at Section III above, the Third-Party Funder accepts rescission and relinquishes any and all claims or rights under each and every agreement, in its entirety, between the Class Member and the Third-Party Funder creating the assignment or attempted assignment. The Third-Party Funder will not seek any further payment from the Class Member, the Class Member's estate, or any other party, by any collection method, as a result of the agreement(s) noted above and certifies by signing this Waiver that the Third-Party Funder accepts the amount noted as full and complete repayment of any and all amounts due from the Class Member. Additionally, the Third-Party Funder waives any and all claims against the Class Member's attorney, the Claims Administrator, and the Trustee of the Settlement Trust Account.

V. PAYMENT ELECTION INFORMATION FOR THIRD-PARTY FUNDER			
Payment Method		Wire Transfer <input type="checkbox"/> Check <input type="checkbox"/>	
V(A). REQUIRED INFORMATION TO RECEIVE PAYMENT BY WIRE TRANSFER (Complete only if Payment Method selected is Wire Transfer)			
1.	BANK NAME		
2.	BANK ABA ROUTING NUMBER		
3.	ACCOUNT NAME		
4.	ACCOUNT NUMBER		
5.	INTERMEDIARY BANK NAME (IF APPLICABLE)		
6.	INTERMEDIARY BANK ABA ROUTING NUMBER (IF APPLICABLE)		
7.	FOR FURTHER CREDIT INSTRUCTION (IF APPLICABLE)		
V(B). REQUIRED INFORMATION TO RECEIVE PAYMENT BY CHECK (Complete only if Payment Method selected is Check)			
1.	PAYEE NAME		
2.	MAILING ADDRESS	Street	
		City	State Zip Code

VI. SIGNATURE OF THIRD-PARTY FUNDER

This Waiver is an official document submitted in connection with the Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, MDL No. 2323. By signing this Waiver, the Third-Party Funder accepts rescission and relinquishes any claims or rights under the entire agreement between the Class Member and the Third-Party Funder creating the assignment or attempted assignment. **By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in this Waiver is true and correct to the best of my knowledge, information and belief.**

Signature				Date	
Printed Name	First	M.I.	Last		
Title					

VII. HOW TO SUBMIT THIS WAIVER

Complete this Waiver fully, sign it and submit it to the Claims Administrator. You may submit this Waiver using one of these methods:

By Online Portal:	Go to your secure online portal with the Claims Administrator and upload this signed PDF.
By Email:	ClaimsAdministrator@NFLConcussionSettlement.com
By Mail:	NFL Concussion Settlement Claims Administrator P.O. Box 25369 Richmond, VA 23260
By Delivery:	NFL Concussion Settlement c/o BrownGreer PLC 250 Rocketts Way Richmond, VA 23231

NFL**CONCUSSION SETTLEMENT**IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)**WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT
ATTACHMENT A**

In the Explanation and Order dated 12/8/17 (the "Order"), the Court ruled that any agreement entered into by a Class Member that assigned or attempted to assign monetary claims is void and invalid. The Claims Administrator is prohibited from paying a Class Member's monetary award to any third-party that holds an assignment or attempted assignment ("Third-Party Funder").

The Order provides an opportunity for Third-Party Funders to accept rescission. This means that they will accept the return of the funds they extended to you in lieu of enforcing the purported agreement you entered into with the Third-Party Funder. To accept rescission, Third Party Funders must execute a Waiver Relinquishing Rights Under Attempted Assignment (the "Waiver"), thereby relinquishing any claims to rights under the agreement that created the assignment or attempted assignment.

The Claims Administrator will withhold – from your monetary award – the amount of money that the Third-Party Funder has already paid to you and that you have not returned to the Third-Party Funder, if:

1. The Third-Party Funder has provided a completed, signed Waiver to the Claims Administrator; and
2. You confirm the monetary amount indicated in Section III of the Waiver.

You must sign this Attachment A to confirm the amount indicated in Section III of the Waiver.

SIGNATURE OF SETTLEMENT CLASS MEMBER

This Attachment A to the Waiver is an official document submitted in connection with the Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, MDL No. 2323. **By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in the Waiver is true and correct to the best of my knowledge, information and belief.**

Signature by Settlement Class Member			Date	
Printed Name	First	M.I.	Last	

EXHIBIT 2



VIA EMAIL

MICHAEL D. ROTH
mroth@bsfllp.com

April 10, 2018

Orran Brown
BrownGreer PLC
250 Rocketts Way
Richmond, Virginia 23231
E-Mail: obrown@browngreer.com

Michael H. Rosenthal
Rosenthal Lurie Broudy
325 Chestnut Street
Suite 800
Philadelphia, PA 19106
Michael@RLBlawgroup.com

Re: *RD Legal / Andrew Stewart*
NFL Players' Concussion Injury Litigation, Case No. 2:12-md-02323-AB

Dear Messrs. Brown and Rosenthal:

We represent RD Legal Finance, LLC ("FINCO") and related entities (collectively, "RD Legal") in connection with the third-party funding issues in the above-referenced matter.

On March 13, 2018, FINCO received a letter from Mr. Rosenthal, counsel for Andrew Stewart (one of the players who assigned a portion of his settlement proceeds to FINCO), stating that: (1) BrownGreer had instructed him to forward to FINCO a "Waiver Relinquishing Rights Under Attempted Assignment" (the "Waiver Form"); (2) under the Waiver Form FINCO has "an opportunity to accept rescission" of Mr. Stewart's Assignment and Sale Agreement with FINCO, and thus receive a refund of its principal advance; and (3) providing FINCO up to, and including, April 12, 2018 to return the completed Waiver Form and accept the offer of rescission. (Exhibit A.)

The purpose of this letter is to inform you that, based on the rulings of the District Court which we have appealed, FINCO is left with no option other than to accept the offer of rescission of Mr. Stewart's Assignment and Sale Agreement.

BOIES SCHILLER FLEXNER LLP

BSF

Orran Brown
April 10, 2018
Page 2

FINCO will be forwarding the completed Waiver Form to Mr. Rosenthal today or tomorrow, and understands that the completed form will then be forwarded to BrownGreer.

If you would like to discuss any of these issues, please contact me or my colleague, David Willingham, at 213-629-9040.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Roth", written over a light blue horizontal line.

MICHAEL D. ROTH

Attachment

cc: David K. Willingham
Roni Dersovitz
Phillip Kwon

EXHIBIT A



BUSINESS AND COMMERCIAL
COMMERCIAL LITIGATION
EMPLOYMENT AND BENEFITS
INSURANCE AND REINSURANCE
REAL ESTATE AND CONSTRUCTION

Michael H. Rosenthal
(p) 215.496.9404
(f) 215.600.1728
Michael@RLBlawgroup.com

Reply to Exton Office

March 13, 2018

VIA FACSIMILE 201.568.9307

Roni Dersovitz
RD Legal Finance, LLC
45 Legion Drive, 2nd Floor
Cresskill, NJ 07626

**Re: NFL Concussion Litigation
Andrew Stewart/Purported Assignment and Sale Agreement of January 26,
2016**

Dear Mr. Dersovitz:

My client, Andrew Stewart, will be receiving funds from the settlement of the NFL Concussion Litigation. Mr. Stewart entered into a purported Assignment and Sale Agreement with RD Legal Finance, LLC ("RDL") on or about January 26, 2016. As you know, the Court ruled in its Order dated December 8, 2017 ("Order") that this agreement is void and invalid.

I have now received instructions from the Claims Administrator to forward to you a "Waiver Relinquishing Rights Under Attempted Assignment" ("Waiver"), which is attached here. As explained in the Waiver, RDL has an opportunity to accept a rescission, subject to the terms of the Waiver. If you decide to proceed with the Waiver, please complete Sections II through V, sign Section VI, and return it to me. The Claims Administrator's deadline for returning a completed waiver is April 12.

A copy of this letter is also being emailed to RDL's attorney, Michael Roth.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael H. Rosenthal".

Michael H. Rosenthal

cc. Michael Roth, Esq.

PHILADELPHIA
325 CHESTNUT STREET
SUITE 800
PHILADELPHIA, PA 19106

WWW.RLBLAWGROUP.COM

EXTON
102 PICKERING WAY
SUITE 310
EXTON, PA 19341

NFL

CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT

DEADLINE FOR RECEIPT OF COMPLETED WAIVER: APRIL 12, 2018

In the Explanation and Order dated 12/8/17 (the “Order”), the Court ruled that any agreement entered into by a Class Member that assigned or attempted to assign monetary claims is void and invalid. The Claims Administrator is prohibited from paying a Class Member’s monetary award to any third-party that holds an assignment or attempted assignment (“Third-Party Funder”).

The Order provides an opportunity for Third-Party Funders to accept rescission. To do so, Third Party Funders must execute this Waiver Relinquishing Rights Under Attempted Assignment (this "Waiver"), thereby relinquishing any claims to rights under the agreement that created the assignment or attempted assignment, and return it to the Claims Administrator within 30 days of the date that the Claims Administrator issued it. This deadline is printed in the banner heading above.

The Claims Administrator will withhold – from the Class Member’s monetary award – the amount of money that the Third-Party Funder has already paid to the Class Member and that the Class Member has not returned to the Third-Party Funder, if:

1. The Third-Party Funder has provided a completed, signed Waiver to the Claims Administrator; and
2. The Class Member confirms the monetary amount indicated in Section III below.

If the Class Member is represented by a lawyer, the Third-Party Funder must submit the completed, signed Waiver to the Class Member's lawyer.

If the Class Member is not represented by a lawyer, the Third-Party Funder must submit the completed, signed Waiver directly to the Claims Administrator.

I. SETTLEMENT CLASS MEMBER INFORMATION

Settlement Program ID		100014616	
Name	First Andrew	M.I.	Last Stewart
Settlement Class Member Type		Retired NFL Football Player	
Lawyer	Rosenthal Lurie & Broudy LLC		

II. THIRD-PARTY FUNDER INFORMATION

Name			
Employer Identification Number	EIN <div> <div></div><div></div><div></div><div></div> </div> <div>-</div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>		
Address	Street		
	City	State	Zip Code

Name of Authorized Business Representative	
Title of Authorized Business Representative	
Email Address	
Phone Number	() -
III. DETAILS OF AGREEMENT(S) BETWEEN THIRD-PARTY FUNDER AND CLASS MEMBER	
Name and Date of Agreement(s) Between Third-Party Funder and Class Member. Enter the names (e.g., Funding Agreement, Promissory Note, Security Agreement, etc.) of the agreements between the Third-Party Funder and the Class Member in which the Class Member assigned or attempted to assign a monetary claim to the Third-Party Funder, together with the effective dates of those agreements. If one transaction includes multiple agreements, list them all. If there are more than five agreements, list additional agreements on a separate page.	
Name of Agreement Document	Effective Date of Agreement
1.	
2.	
3.	
4.	
5.	
Amount Third-Party Funder Paid to Class Member. Enter the total amount of money that the Third-Party Funder has already paid to the Class Member.	\$ _____
Amount Class Member Has Returned to Third-Party Funder. If applicable, enter the total amount of money that the Class Member has returned to the Third-Party Funder.	\$ _____
NOTE: Upon receipt of this completed Waiver signed by the Third-Party Funder and the Attachment A signed by the Class Member, the Claims Administrator will withhold the amount the Third-Party Funder has paid to the Class Member, minus any amount the Class Member has returned to the Third-Party Funder, from the Class Member's Monetary Award payment and direct that amount to the Third-Party Funder.	
IV. ACCEPTANCE OF RESCISSION AND WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT	
By signing this Waiver and accepting the amount noted at Section III above, the Third-Party Funder accepts rescission and relinquishes any and all claims or rights under each and every agreement, in its entirety, between the Class Member and the Third-Party Funder creating the assignment or attempted assignment. The Third-Party Funder will not seek any further payment from the Class Member, the Class Member's estate, or any other party, by any collection method, as a result of the agreement(s) noted above and certifies by signing this Waiver that the Third-Party Funder accepts the amount noted as full and complete repayment of any and all amounts due from the Class Member. Additionally, the Third-Party Funder waives any and all claims against the Class Member's attorney, the Claims Administrator, and the Trustee of the Settlement Trust Account.	

V. PAYMENT ELECTION INFORMATION FOR THIRD-PARTY FUNDER			
Payment Method		Wire Transfer <input type="checkbox"/> Check <input type="checkbox"/>	
V(A). REQUIRED INFORMATION TO RECEIVE PAYMENT BY WIRE TRANSFER (Complete only if Payment Method selected is Wire Transfer)			
1.	BANK NAME		
2.	BANK ABA ROUTING NUMBER		
3.	ACCOUNT NAME		
4.	ACCOUNT NUMBER		
5.	INTERMEDIARY BANK NAME (IF APPLICABLE)		
6.	INTERMEDIARY BANK ABA ROUTING NUMBER (IF APPLICABLE)		
7.	FOR FURTHER CREDIT INSTRUCTION (IF APPLICABLE)		
V(B). REQUIRED INFORMATION TO RECEIVE PAYMENT BY CHECK (Complete only if Payment Method selected is Check)			
1.	PAYEE NAME		
2.	MAILING ADDRESS	Street	
		City	State Zip Code

VI. SIGNATURE OF THIRD-PARTY FUNDER

This Waiver is an official document submitted in connection with the Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, MDL No. 2323. By signing this Waiver, the Third-Party Funder accepts rescission and relinquishes any claims or rights under the entire agreement between the Class Member and the Third-Party Funder creating the assignment or attempted assignment. **By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in this Waiver is true and correct to the best of my knowledge, information and belief.**

Signature				Date	
Printed Name	First	M.I.	Last		
Title					

VII. HOW TO SUBMIT THIS WAIVER

Complete this Waiver fully, sign it and submit it to the Claims Administrator. You may submit this Waiver using one of these methods:

By Online Portal:	Go to your secure online portal with the Claims Administrator and upload this signed PDF.
By Email:	ClaimsAdministrator@NFLConcussionSettlement.com
By Mail:	NFL Concussion Settlement Claims Administrator P.O. Box 25369 Richmond, VA 23260
By Delivery:	NFL Concussion Settlement c/o BrownGreer PLC 250 Rocketts Way Richmond, VA 23231

NFL**CONCUSSION SETTLEMENT**IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)**WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT
ATTACHMENT A**

In the Explanation and Order dated 12/8/17 (the "Order"), the Court ruled that any agreement entered into by a Class Member that assigned or attempted to assign monetary claims is void and invalid. The Claims Administrator is prohibited from paying a Class Member's monetary award to any third-party that holds an assignment or attempted assignment ("Third-Party Funder").

The Order provides an opportunity for Third-Party Funders to accept rescission. This means that they will accept the return of the funds they extended to you in lieu of enforcing the purported agreement you entered into with the Third-Party Funder. To accept rescission, Third Party Funders must execute a Waiver Relinquishing Rights Under Attempted Assignment (the "Waiver"), thereby relinquishing any claims to rights under the agreement that created the assignment or attempted assignment.

The Claims Administrator will withhold – from your monetary award – the amount of money that the Third-Party Funder has already paid to you and that you have not returned to the Third-Party Funder, if:

1. The Third-Party Funder has provided a completed, signed Waiver to the Claims Administrator; and
2. You confirm the monetary amount indicated in Section III of the Waiver.

You must sign this Attachment A to confirm the amount indicated in Section III of the Waiver.

SIGNATURE OF SETTLEMENT CLASS MEMBER

This Attachment A to the Waiver is an official document submitted in connection with the Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, MDL No. 2323. **By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in the Waiver is true and correct to the best of my knowledge, information and belief.**

Signature by Settlement Class Member			Date	
Printed Name	First	M.I.	Last	

EXHIBIT 3

From: [Michael Roth](#)
To: [Orran Brown](#); michael@RLBlawgroup.com
Cc: [David Willingham](#); rdersovitz@legalfunding.com; PKwon@rdlegalcapital.com; [Megan Abner](#)
Subject: RE: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB
Date: Tuesday, April 10, 2018 4:04:49 PM
Attachments: [Stewart Waiver Form.pdf](#)

Attached please find the Waiver Form pertaining to Andrew Stewart executed by RD Legal Finance, LLC.

Regards.

Michael D. Roth

Partner

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

725 South Figueroa Street

Los Angeles, CA 90017

(t) (213) 629-9040

(f) (213) 629-9022

mroth@bsfllp.com

www.bsfllp.com

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From: Orran Brown [mailto:OBrown@browngreer.com]
Sent: Tuesday, April 10, 2018 12:55 PM
To: Megan Abner
Cc: michael@RLBlawgroup.com; Michael Roth; David Willingham; rdersovitz@legalfunding.com; PKwon@rdlegalcapital.com
Subject: Re: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB

Got it. Thank you.

Orran

On Apr 10, 2018, at 3:39 PM, Megan Abner <mabner@BSFLLP.com> wrote:

Dear Mr. Brown and Mr. Rosenthal,

Please see attached for correspondence regarding the above-mentioned matter from Michael Roth.

Thank you,

Megan Abner
Legal Assistant

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

(t) +1 (213) 629-9040

mabner@bsfllp.com

www.bsfllp.com

<2018-04-10 Brown re Stewart Distribution.pdf>

EXHIBIT 3-A

NFL CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT

DEADLINE FOR RECEIPT OF COMPLETED WAIVER: APRIL 12, 2018

In the Explanation and Order dated 12/8/17 (the "Order"), the Court ruled that any agreement entered into by a Class Member that assigned or attempted to assign monetary claims is void and invalid. The Claims Administrator is prohibited from paying a Class Member's monetary award to any third-party that holds an assignment or attempted assignment ("Third-Party Funder").

The Order provides an opportunity for Third-Party Funders to accept rescission. To do so, Third Party Funders must execute this Waiver Relinquishing Rights Under Attempted Assignment (this "Waiver"), thereby relinquishing any claims to rights under the agreement that created the assignment or attempted assignment, and return it to the Claims Administrator within 30 days of the date that the Claims Administrator issued it. This deadline is printed in the banner heading above.

The Claims Administrator will withhold – from the Class Member's monetary award – the amount of money that the Third-Party Funder has already paid to the Class Member and that the Class Member has not returned to the Third-Party Funder, if:

1. The Third-Party Funder has provided a completed, signed Waiver to the Claims Administrator; and
2. The Class Member confirms the monetary amount indicated in Section III below.

If the Class Member is represented by a lawyer, the Third-Party Funder must submit the completed, signed Waiver to the Class Member's lawyer.

If the Class Member is not represented by a lawyer, the Third-Party Funder must submit the completed, signed Waiver directly to the Claims Administrator.

I. SETTLEMENT CLASS MEMBER INFORMATION

Settlement Program ID	100014616		
Name	First Andrew	M.I.	Last Stewart
Settlement Class Member Type	Retired NFL Football Player		
Lawyer	Rosenthal Lurie & Broudy LLC		


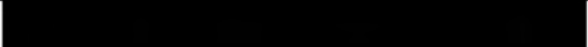
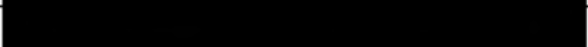
II. THIRD-PARTY FUNDER INFORMATION

Name	RD Legal Finance, LLC		
Employer Identification Number	[REDACTED]		
Address	<div>Street 45 Legion Drive, 2nd Floor</div> <div>City Cresskill</div> <div>State NJ</div> <div>Zip Code 07626</div>		

539061
1/16/18

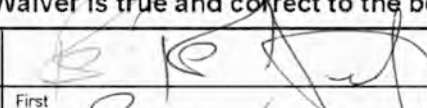
www.NFLConcussionSettlement.com
Page 1 of 5

Name of Authorized Business Representative		Roni Dersovitz
Title of Authorized Business Representative		President
Email Address	rdersovitz@legalfunding.com	
Phone Number	(201) 568-1910	
III. DETAILS OF AGREEMENT(S) BETWEEN THIRD-PARTY FUNDER AND CLASS MEMBER		
<p>Name and Date of Agreement(s) Between Third-Party Funder and Class Member. Enter the names (e.g., Funding Agreement, Promissory Note, Security Agreement, etc.) of the agreements between the Third-Party Funder and the Class Member in which the Class Member assigned or attempted to assign a monetary claim to the Third-Party Funder, together with the effective dates of those agreements. If one transaction includes multiple agreements, list them all. If there are more than five agreements, list additional agreements on a separate page.</p>		
Name of Agreement Document		Effective Date of Agreement
1. Assignment and Sale Agreement		January 22, 2016
2.		
3.		
4.		
5.		
Amount Third-Party Funder Paid to Class Member. Enter the total amount of money that the Third-Party Funder has already paid to the Class Member.		\$ 343,120.53
Amount Class Member Has Returned to Third-Party Funder. If applicable, enter the total amount of money that the Class Member has returned to the Third-Party Funder.		\$ 0.00
<p>NOTE: Upon receipt of this completed Waiver signed by the Third-Party Funder and the Attachment A signed by the Class Member, the Claims Administrator will withhold the amount the Third-Party Funder has paid to the Class Member, minus any amount the Class Member has returned to the Third-Party Funder, from the Class Member's Monetary Award payment and direct that amount to the Third-Party Funder.</p>		
IV. ACCEPTANCE OF RESCISSION AND WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT		
<p>By signing this Waiver and accepting the amount noted at Section III above, the Third-Party Funder accepts rescission and relinquishes any and all claims or rights under each and every agreement, in its entirety, between the Class Member and the Third-Party Funder creating the assignment or attempted assignment. The Third-Party Funder will not seek any further payment from the Class Member, the Class Member's estate, or any other party, by any collection method, as a result of the agreement(s) noted above and certifies by signing this Waiver that the Third-Party Funder accepts the amount noted as full and complete repayment of any and all amounts due from the Class Member. Additionally, the Third-Party Funder waives any and all claims against the Class Member's attorney, the Claims Administrator, and the Trustee of the Settlement Trust Account.</p>		

V. PAYMENT ELECTION INFORMATION FOR THIRD-PARTY FUNDER			
Payment Method		Wire Transfer <input checked="" type="checkbox"/> Check <input type="checkbox"/>	
V(A). REQUIRED INFORMATION TO RECEIVE PAYMENT BY WIRE TRANSFER (Complete only if Payment Method selected is Wire Transfer)			
1.	BANK NAME	BMO Harris Bank, N.A.	
2.	BANK ABA ROUTING NUMBER		
3.	ACCOUNT NAME		
4.	ACCOUNT NUMBER		
5.	INTERMEDIARY BANK NAME (IF APPLICABLE)		
6.	INTERMEDIARY BANK ABA ROUTING NUMBER (IF APPLICABLE)		
7.	FOR FURTHER CREDIT INSTRUCTION (IF APPLICABLE)		
V(B). REQUIRED INFORMATION TO RECEIVE PAYMENT BY CHECK (Complete only if Payment Method selected is Check)			
1.	PAYEE NAME		
2.	MAILING ADDRESS	Street	
		City	State Zip Code

VI. SIGNATURE OF THIRD-PARTY FUNDER

This Waiver is an official document submitted in connection with the Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, MDL No. 2323. By signing this Waiver, the Third-Party Funder accepts rescission and relinquishes any claims or rights under the entire agreement between the Class Member and the Third-Party Funder creating the assignment or attempted assignment. By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in this Waiver is true and correct to the best of my knowledge, information and belief.

Signature				Date	4/10/2018
Printed Name	First	M.I.	Last		
	Roni		Dessouitz		
Title	Manager				

VII. HOW TO SUBMIT THIS WAIVER

Complete this Waiver fully, sign it and submit it to the Claims Administrator. You may submit this Waiver using one of these methods:

By Online Portal:	Go to your secure online portal with the Claims Administrator and upload this signed PDF.
By Email:	ClaimsAdministrator@NFLConcussionSettlement.com
By Mail:	NFL Concussion Settlement Claims Administrator P.O. Box 25369 Richmond, VA 23260
By Delivery:	NFL Concussion Settlement c/o BrownGreer PLC 250 Rocketts Way Richmond, VA 23231

NFL CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT ATTACHMENT A

In the Explanation and Order dated 12/8/17 (the "Order"), the Court ruled that any agreement entered into by a Class Member that assigned or attempted to assign monetary claims is void and invalid. The Claims Administrator is prohibited from paying a Class Member's monetary award to any third-party that holds an assignment or attempted assignment ("Third-Party Funder").

The Order provides an opportunity for Third-Party Funders to accept rescission. This means that they will accept the return of the funds they extended to you in lieu of enforcing the purported agreement you entered into with the Third-Party Funder. To accept rescission, Third Party Funders must execute a Waiver Relinquishing Rights Under Attempted Assignment (the "Waiver"), thereby relinquishing any claims to rights under the agreement that created the assignment or attempted assignment.

The Claims Administrator will withhold – from your monetary award – the amount of money that the Third-Party Funder has already paid to you and that you have not returned to the Third-Party Funder, if:

1. The Third-Party Funder has provided a completed, signed Waiver to the Claims Administrator; and
2. You confirm the monetary amount indicated in Section III of the Waiver.

You must sign this Attachment A to confirm the amount indicated in Section III of the Waiver.

SIGNATURE OF SETTLEMENT CLASS MEMBER

This Attachment A to the Waiver is an official document submitted in connection with the Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, MDL No. 2323. By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in the Waiver is true and correct to the best of my knowledge, information and belief.

Signature by Settlement Class Member				Date	
Printed Name	First	M.I.	Last		

EXHIBIT 4

From: [Michael Rosenthal](#)
To: [Michael Roth](#)
Subject: Re: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB
Date: Wednesday, April 11, 2018 11:14:16 AM

Michael

Andrew will not sign the waiver.

—
Michael H. Rosenthal
[Rosenthal Lurie & Broudy LLC](#)
102 Pickering Way, STE 310
Exton, PA 19341
(p) 215.496.9404
(f) 215.600.1728
Michael@RLBlawgroup.com

On Apr 10, 2018, at 7:04 PM, Michael Roth <MRoth@BSFLLP.com> wrote:

Attached please find the Waiver Form pertaining to Andrew Stewart executed by RD Legal Finance, LLC.

Regards.

Michael D. Roth

Partner

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

725 South Figueroa Street

Los Angeles, CA 90017

(t) (213) 629-9040

(f) (213) 629-9022

mroth@bsfllp.com

www.bsfllp.com

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From: Orran Brown [<mailto:OBrown@browngreer.com>]
Sent: Tuesday, April 10, 2018 12:55 PM
To: Megan Abner
Cc: michael@RLBlawgroup.com; Michael Roth; David Willingham;

rdersovitz@legalfunding.com; PKwon@rdlegalcapital.com

Subject: Re: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB

Got it. Thank you.

Orran

On Apr 10, 2018, at 3:39 PM, Megan Abner <mabner@BSFLLP.com> wrote:

Dear Mr. Brown and Mr. Rosenthal,

Please see attached for correspondence regarding the above-mentioned matter from Michael Roth.

Thank you,

Megan Abner

Legal Assistant

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

(t) +1 (213) 629-9040

mabner@bsfllp.com

www.bsfllp.com

<2018-04-10 Brown re Stewart Distribution.pdf>

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<Stewart Waiver Form.pdf>

EXHIBIT 5

From: [Michael Roth](#)
To: [Orran Brown](#); michael@RLBlawgroup.com; ClaimsAdministrator@NFLConcussionSettlement.com
Cc: [David Willingham](#); rdersovitz@legalfunding.com; PKwon@rdlegalcapital.com; [Amy Hirsch \(ahirsch@rdlegalcapital.com\)](mailto:Ahirsch@rdlegalcapital.com)
Subject: RE: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB
Date: Wednesday, April 11, 2018 1:28:32 PM
Attachments: [Stewart Waiver Form.pdf](#)
[Ex B-2 2016.01.28 \(Stewart, Andrew\) Executed A&S #1.pdf](#)
[2016.01.29 RDL Finance Series D to Andrew Stewart.pdf](#)
[2016.01.29 RDL Finance Series D to Peachtree.pdf](#)
[2016.01.29 RDL Finance Series D to Andrew Stewart, Peachtree - released.pdf](#)

Dear Mr. Brown,

We were informed today by Michael Rosenthal, Andrew Stewart's counsel, that Mr. Stewart is refusing to sign the portion of the attached Waiver Form acknowledging the amount to be returned to RD Legal.

Rule 8(b) of the Rules Governing Assignment of Claims covers this situation and provides: "If the Settlement Class Member has not agreed to the amount advanced that has not been repaid, the Claims Administrator and the Special Master will determine the correct amount from the materials submitted."

We understand that the Assignment Review already conducted involved the review of Mr. Stewart's Assignment and Sale Agreement. For convenience, that agreement is attached to this email and plainly states that the advance to Mr. Stewart was \$343,120.53. I have also attached documentation showing that \$343,120.53 was paid by RD Legal to or on behalf of Mr. Stewart.

If any additional documentation is needed to confirm the amount, please let me know.

Regards.

Michael

Michael D. Roth

Partner

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

725 South Figueroa Street

Los Angeles, CA 90017

(t) (213) 629-9040

(f) (213) 629-9022

mroth@bsflp.com

www.bsflp.com

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From: Michael Roth
Sent: Tuesday, April 10, 2018 4:05 PM
To: 'Orran Brown'; michael@RLBlawgroup.com
Cc: [David Willingham](#); rdersovitz@legalfunding.com; PKwon@rdlegalcapital.com; Megan Abner

Subject: RE: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB

Attached please find the Waiver Form pertaining to Andrew Stewart executed by RD Legal Finance, LLC.

Regards.

Michael D. Roth

Partner

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725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

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Los Angeles, CA 90017

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From: Orran Brown [<mailto:OBrown@browngreer.com>]

Sent: Tuesday, April 10, 2018 12:55 PM

To: Megan Abner

Cc: michael@RLBlawgroup.com; Michael Roth; David Willingham; rdersovitz@legalfunding.com;

PKwon@rdlegalcapital.com

Subject: Re: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB

Got it. Thank you.

Orran

On Apr 10, 2018, at 3:39 PM, Megan Abner <mabner@BSFLLP.com> wrote:

Dear Mr. Brown and Mr. Rosenthal,

Please see attached for correspondence regarding the above-mentioned matter from Michael Roth.

Thank you,

Megan Abner

Legal Assistant

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

(t) +1 (213) 629-9040

mabner@bsfllp.com

www.bsfillp.com

<2018-04-10 Brown re Stewart Distribution.pdf>

EXHIBIT 5-A

NFL CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT

DEADLINE FOR RECEIPT OF COMPLETED WAIVER: **APRIL 12, 2018**

In the Explanation and Order dated 12/8/17 (the "Order"), the Court ruled that any agreement entered into by a Class Member that assigned or attempted to assign monetary claims is void and invalid. The Claims Administrator is prohibited from paying a Class Member's monetary award to any third-party that holds an assignment or attempted assignment ("Third-Party Funder").

The Order provides an opportunity for Third-Party Funders to accept rescission. To do so, Third Party Funders must execute this Waiver Relinquishing Rights Under Attempted Assignment (this "Waiver"), thereby relinquishing any claims to rights under the agreement that created the assignment or attempted assignment, and return it to the Claims Administrator within 30 days of the date that the Claims Administrator issued it. This deadline is printed in the banner heading above.

The Claims Administrator will withhold – from the Class Member's monetary award – the amount of money that the Third-Party Funder has already paid to the Class Member and that the Class Member has not returned to the Third-Party Funder, if:

1. The Third-Party Funder has provided a completed, signed Waiver to the Claims Administrator; and
2. The Class Member confirms the monetary amount indicated in Section III below.

If the Class Member is represented by a lawyer, the Third-Party Funder must submit the completed, signed Waiver to the Class Member's lawyer.

If the Class Member is not represented by a lawyer, the Third-Party Funder must submit the completed, signed Waiver directly to the Claims Administrator.

I. SETTLEMENT CLASS MEMBER INFORMATION

Settlement Program ID	100014616		
Name	First Andrew	M.I.	Last Stewart
Settlement Class Member Type	Retired NFL Football Player		
Lawyer	Rosenthal Lurie & Broudy LLC		


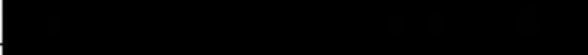

II. THIRD-PARTY FUNDER INFORMATION

Name	RD Legal Finance, LLC		
Employer Identification Number	[REDACTED]		
Address	Street 45 Legion Drive, 2nd Floor City Cresskill State NJ Zip Code 07626		

539061
1/16/18

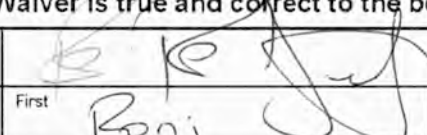
www.NFLConcussionSettlement.com
Page 1 of 5

Name of Authorized Business Representative		Roni Dersovitz
Title of Authorized Business Representative		President
Email Address	rdersovitz@legalfunding.com	
Phone Number	(201) 568-1910	
III. DETAILS OF AGREEMENT(S) BETWEEN THIRD-PARTY FUNDER AND CLASS MEMBER		
<p>Name and Date of Agreement(s) Between Third-Party Funder and Class Member. Enter the names (e.g., Funding Agreement, Promissory Note, Security Agreement, etc.) of the agreements between the Third-Party Funder and the Class Member in which the Class Member assigned or attempted to assign a monetary claim to the Third-Party Funder, together with the effective dates of those agreements. If one transaction includes multiple agreements, list them all. If there are more than five agreements, list additional agreements on a separate page.</p>		
Name of Agreement Document		Effective Date of Agreement
1. Assignment and Sale Agreement		January 22, 2016
2.		
3.		
4.		
5.		
Amount Third-Party Funder Paid to Class Member. Enter the total amount of money that the Third-Party Funder has already paid to the Class Member.		\$ 343,120.53
Amount Class Member Has Returned to Third-Party Funder. If applicable, enter the total amount of money that the Class Member has returned to the Third-Party Funder.		\$ 0.00
<p>NOTE: Upon receipt of this completed Waiver signed by the Third-Party Funder and the Attachment A signed by the Class Member, the Claims Administrator will withhold the amount the Third-Party Funder has paid to the Class Member, minus any amount the Class Member has returned to the Third-Party Funder, from the Class Member's Monetary Award payment and direct that amount to the Third-Party Funder.</p>		
IV. ACCEPTANCE OF RESCISSION AND WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT		
<p>By signing this Waiver and accepting the amount noted at Section III above, the Third-Party Funder accepts rescission and relinquishes any and all claims or rights under each and every agreement, in its entirety, between the Class Member and the Third-Party Funder creating the assignment or attempted assignment. The Third-Party Funder will not seek any further payment from the Class Member, the Class Member's estate, or any other party, by any collection method, as a result of the agreement(s) noted above and certifies by signing this Waiver that the Third-Party Funder accepts the amount noted as full and complete repayment of any and all amounts due from the Class Member. Additionally, the Third-Party Funder waives any and all claims against the Class Member's attorney, the Claims Administrator, and the Trustee of the Settlement Trust Account.</p>		

V. PAYMENT ELECTION INFORMATION FOR THIRD-PARTY FUNDER			
Payment Method		Wire Transfer <input checked="" type="checkbox"/> Check <input type="checkbox"/>	
V(A). REQUIRED INFORMATION TO RECEIVE PAYMENT BY WIRE TRANSFER (Complete only if Payment Method selected is Wire Transfer)			
1.	BANK NAME	BMO Harris Bank, N.A.	
2.	BANK ABA ROUTING NUMBER		
3.	ACCOUNT NAME		
4.	ACCOUNT NUMBER		
5.	INTERMEDIARY BANK NAME (IF APPLICABLE)		
6.	INTERMEDIARY BANK ABA ROUTING NUMBER (IF APPLICABLE)		
7.	FOR FURTHER CREDIT INSTRUCTION (IF APPLICABLE)		
V(B). REQUIRED INFORMATION TO RECEIVE PAYMENT BY CHECK (Complete only if Payment Method selected is Check)			
1.	PAYEE NAME		
2.	MAILING ADDRESS	Street	
		City	State Zip Code

VI. SIGNATURE OF THIRD-PARTY FUNDER

This Waiver is an official document submitted in connection with the Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, MDL No. 2323. By signing this Waiver, the Third-Party Funder accepts rescission and relinquishes any claims or rights under the entire agreement between the Class Member and the Third-Party Funder creating the assignment or attempted assignment. By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in this Waiver is true and correct to the best of my knowledge, information and belief.

Signature				Date	4/10/2018
Printed Name	First	M.I.	Last		
	Roni		Dessoutz		
Title	Manager				

VII. HOW TO SUBMIT THIS WAIVER

Complete this Waiver fully, sign it and submit it to the Claims Administrator. You may submit this Waiver using one of these methods:

By Online Portal:	Go to your secure online portal with the Claims Administrator and upload this signed PDF.
By Email:	ClaimsAdministrator@NFLConcussionSettlement.com
By Mail:	NFL Concussion Settlement Claims Administrator P.O. Box 25369 Richmond, VA 23260
By Delivery:	NFL Concussion Settlement c/o BrownGreer PLC 250 Rocketts Way Richmond, VA 23231

NFL CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION
No. 2:12-md-02323 (E.D. Pa.)

WAIVER RELINQUISHING RIGHTS UNDER ATTEMPTED ASSIGNMENT ATTACHMENT A

In the Explanation and Order dated 12/8/17 (the "Order"), the Court ruled that any agreement entered into by a Class Member that assigned or attempted to assign monetary claims is void and invalid. The Claims Administrator is prohibited from paying a Class Member's monetary award to any third-party that holds an assignment or attempted assignment ("Third-Party Funder").

The Order provides an opportunity for Third-Party Funders to accept rescission. This means that they will accept the return of the funds they extended to you in lieu of enforcing the purported agreement you entered into with the Third-Party Funder. To accept rescission, Third Party Funders must execute a Waiver Relinquishing Rights Under Attempted Assignment (the "Waiver"), thereby relinquishing any claims to rights under the agreement that created the assignment or attempted assignment.

The Claims Administrator will withhold – from your monetary award – the amount of money that the Third-Party Funder has already paid to you and that you have not returned to the Third-Party Funder, if:

1. The Third-Party Funder has provided a completed, signed Waiver to the Claims Administrator; and
2. You confirm the monetary amount indicated in Section III of the Waiver.

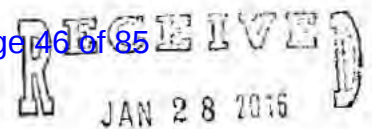
You must sign this Attachment A to confirm the amount indicated in Section III of the Waiver.

SIGNATURE OF SETTLEMENT CLASS MEMBER

This Attachment A to the Waiver is an official document submitted in connection with the Class Action Settlement in *In re: National Football League Players' Concussion Injury Litigation*, MDL No. 2323. By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that all information provided in the Waiver is true and correct to the best of my knowledge, information and belief.

Signature by Settlement Class Member				Date	
Printed Name	First	M.I.	Last		

EXHIBIT 5-B



**THIS IS A LEGAL DOCUMENT AND SHOULD BE EXECUTED UNDER THE
SUPERVISION OF AN ATTORNEY**

ASSIGNMENT AND SALE AGREEMENT

This Assignment and Sale Agreement (the "Agreement") is made on January 22, 2016, between Andrew S. Stewart ("you"), with residences located at the following three addresses:

[REDACTED] and RD Legal Finance, LLC ("RDL Finance", "we" or "us"), with offices located at 45 Legion Drive, 2nd Floor, Cresskill, NJ 07626 (each a "Party", and together the "Parties"). If more than one individual is named above, "you" shall mean each and every such individual.

DISCLOSURE STATEMENT

1. **Total amount to be paid to you under this Agreement for the portion of your Award that we are purchasing:** \$343,120.53
2. **Fees:** \$ -0-
3. **Amount of your Award that we are purchasing:** \$665,234.45
4. **Additional amount that we will pay you if we recover the full amount of the portion of the Award that we are purchasing:**

in 6 months:	\$290,514.79
in 12 months:	\$258,184.71
in 18 months:	\$223,065.25
in 24 months:	\$184,915.75
in 30 months:	\$143,474.79
in 36 months:	\$ 98,458.39
in 42 months:	\$ 49,558.06
in 48 months:	\$ -0-
5. **Annual percentage rate of return on our investment compounded annually** 18%

YOUR ATTENTION IS DRAWN TO THE DISPUTE RESOLUTION PROVISION IN SECTION 8. IF A DISPUTE ARISES BETWEEN US, YOU OR WE MAY REQUIRE THAT IT BE RESOLVED THROUGH BINDING ARBITRATION, RATHER THAN BY JURY TRIAL.

WHEREAS, you are the client of Rosenthal Lurie LLC, the law firm that represented you and other plaintiff(s), with reference to In Re: National Football League Players' Concussion Injury Litigation No. 2:12-md-02323-AB, MDL-2323 (the "Case"), and you have an interest in the Case;

WHEREAS, per the Settlement Agreement amended and filed February 13, 2015, along with the Amended Final Court Order and Judgment dated May 08, 2015, the Monetary Award Fund to be overseen by Special Masters Wendell Pritchett and Jo-Ann M. Verrier and Claims

Administrator BrownGreer, PLC is to be set-up for claimants who are deemed to have proved they have a Qualifying Diagnosis based on the requirements as set-forth in the Settlement Agreement, from which an award is anticipated to be received by you in the amount of \$2,470,000.00 (the "Award") based upon your qualified medical diagnosis indicating Parkinson's Disease and prior to any Offsets and/or Set-asides being applied.

WHEREAS, you own all right, title and interest in the Award;

WHEREAS, you wish to receive an immediate lump sum cash payment in return for selling and assigning a portion of the Award, which may be subject to increase upon appeal, to RDL Finance; and

NOW, THEREFORE, you and we agree as follows:

1. Assignments and Consideration

- (a) You hereby sell, transfer and assign to RDL Finance your interest in \$665,234.45 of the Award and any future payments made in satisfaction of the Award (the "Property" or "Property Amount") free and clear of any and all liens, claims and interests on or in the Award held, obtained or claimed by any party including without limitation any attorney's fees payable with respect to the Award ("Adverse Interests").
- (b) In return for the Property, RDL Finance will pay to you the sum of \$343,120.53 (Three Hundred Forty Three Thousand One Hundred Twenty Dollars and 53 Cents) (the "Purchase Price").
 - (i) You consent to have a portion of the Purchase Price in the amount of \$243,830.00 applied to pay-off the current outstanding lien(s) along with any penalties and interest that may have accrued with reference to Peachtree Pre-Settlement Funding SPV, LLC payoff confirmation letter dated July 14, 2015.
- (c) **This transaction is a true sale and assignment of the Property to RDL Finance and provides RDL Finance with the full risks and benefits of ownership of the Property.** However, you retain all obligations, liabilities and expenses under or in respect of the Award.
- (d) Notwithstanding that you and we intend that this Agreement is a true sale, we may at our option and in addition to all other notices provided for in this Agreement, and without your signature or further authorization, file a financing statement and amendments under the Uniform Commercial Code ("UCC") giving notice of this Agreement. This would be done in an abundance of caution to protect our interest in the Property in the event that this sale and assignment might be characterized in a judicial, administrative or other proceeding as a loan or other financial accommodation and not as a true sale, or as being for any reason ineffective or unenforceable.

You grant to RDL Finance a security interest within the meaning of Article 9 of the UCC in your interest in and to the Property to secure advancement of the Purchase Price plus interest calculated at 19.562 percent per annum or the maximum rate permitted by law in the jurisdiction in which you reside, whichever is less.

If the transaction under this Agreement were determined to be a loan rather than an absolute sale despite the intent of the Parties, and the implied interest on such loan would violate any law or regulation, then the amount of interest that would otherwise be payable hereunder shall be reduced to the maximum amount allowed under said laws or regulations.

2. Procedure for Paying Property Amount to RDL Finance

The entire Property Amount will be paid to RDL Finance from any funds received in full or partial satisfaction of the Award, regardless of the source of those funds, before any payment is made from the Award to you or any other person.

3. Representations, Warranties and Assignments: You represent and warrant to RDL Finance that:

- (a) Rosenthal Lurie LLC are and have been your attorneys in the Case, the Award is true and correct, and you are entitled to the Property Amount without any reduction or defense.
- (b) You own the Property free and clear of any Adverse Interests and have the unrestricted right to assign the Property to RDL Finance. You have not previously sold or assigned the Property, in whole or in part, to any other party. Upon RDL Finance's payment to you of the Purchase Price, RDL Finance will own the Property free and clear of any Adverse Interests.
- (c) You have the legal capacity to execute and perform this Agreement.
- (d) You are under no contractual or other restrictions or obligations which are or might be inconsistent with the execution of this Agreement or the sale and assignment of the Property.
- (e) The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated in this Agreement, will not violate any law, rule, regulation, order, agreement or instrument affecting you or the Property.
- (f) There are no bankruptcy or insolvency proceedings in progress or in prospect affecting you, the Property or any of your assets. You are not the subject of any legal proceeding. The Property has not been and is not in jeopardy of being subject to a levy or any type of Adverse Interest.

- (g) All of the information that you have provided to RDL Finance is true and complete in all respects. You understand that RDL Finance has relied and will continue to rely on this information in acquiring and dealing with the Property.
- (h) You have not engaged in any acts or conduct or made any omissions that will potentially result in RDL Finance receiving less in payments for the Property than is received by other parties holding a similar interest in the Judgment.
- (i) You have paid all federal, state and local taxes due through and including this date or has made adequate provision for such payment. There are no outstanding: (i) tax liens or judgments against you or the Property, (ii) liens owed by you to any County, City or State Government entity; or (iii) liens owed by you to the United States Government or other person or entity for any social service or other benefit that you have received and are obligated to repay.
- (j) This Agreement constitutes your legal, valid and binding obligation and is enforceable against you in accordance with its terms.
- (k) You are not indebted to any present or former spouse for support, maintenance or similar obligations, or to any child or any guardian of a child for any child support or similar payments.
- (l) You have made an independent analysis and decision to enter into the Agreement, based on such information as you have deemed appropriate under the circumstances, and without reliance on us (except for reliance on any express representations, warranties and covenants made by us pursuant to this Agreement).
- (m) No payment or other distribution has been received by or on behalf of you on or before the date of this Agreement, in full or partial satisfaction of the Award.
- (n) You have not transferred, assigned or sold the Property to any other party, or granted to any other party, a participation or other interest in the Property.

4. Covenants. You covenant to RDL Finance that:

- (a) If before payment of the full Purchase Price RDL Finance discovers that there has been a breach of any of the representations, warranties or covenants of this Agreement (a "Breach"), RDL Finance may pursue any or all of the following remedies: (i) apply all or any portion of the Purchase Price to cure the Breach including, without limitation, to satisfy and remove any Adverse Interests and reimburse RDL Finance for the costs of doing so; (ii) terminate its obligations under this Agreement at which time you will return to RDL Finance the Purchase Price, plus interest calculated at 19.562 percent per annum, or the maximum rate permitted by law in the jurisdiction in which you resides, whichever is less,

calculated from the date of payment of the Purchase Price to the date of repayment.

- (b) When requested, you will promptly execute any additional documents and take whatever further actions RDL Finance reasonably determines are necessary or desirable to perfect the assignment of the Property to RDL Finance or to carry out the terms of this Agreement.
- (c) You will immediately advise RDL Finance if you receive any portion of the Award and, within five Business Days (defined as every day except Sundays and federal holidays) thereafter, will pay that portion or the Property Amount, whichever is less, to RDL Finance in accordance with RDL Finance's instructions. If you fail to do so, you will be in breach of the Agreement.
- (d) At RDL Finance's request, you will notify the accounting firm or attorney responsible for distribution of the funds to satisfy the Award (and RDL Finance may also notify that person or firm) of the terms of this Agreement and will direct that person or firm to pay the Property Amount to RDL Finance instead of (and not to) you.
- (e) You understand that you are giving up all of your interest in the Property.
- (f) You will notify RDL Finance in writing of any of the following events as soon as possible but no later than five Business Days after you discover that the event has occurred (unless another timeframe is indicated):
 - I. A Breach occurs;
 - II. You file for bankruptcy, become the subject of a tax lien or other lien, become indebted to any present or former spouse for support, maintenance or similar obligations, or become indebted to any child or to a guardian of any child for any child support or similar payments;
 - III. Any other event which could potentially encumber the Property; or
 - IV. A change in the information that RDL Finance may use to contact you (including, but not limited to a change of address, telephone number, etc.).

The required written notice will be (i) sent by overnight courier or registered mail, postage prepaid and return receipt requested, or (ii) transmitted by facsimile and confirmed by a similar mailed writing, to the following address:

RD Legal Finance, LLC
45 Legion Drive, 2nd Floor
Cresskill, NJ 07626
Attn: Roni Dersovitz
Phone: (201) 568-9007
Fax: (201) 568-9307

or to such other address or addresses that RDL Finance may otherwise provide. The notice required by this provision shall be considered to have been given by you when it is received by RDL Finance.

5. Other Agreements

- (a) Excess Payment to RDL Finance. If RDL Finance receives payment with respect to the Case in an amount that exceeds the Property Amount, RDL Finance will promptly pay the excess amount to you.
- (b) Best Evidence. In any proceeding involving this Agreement or any other document related to this Agreement, a photocopy or digital copy of this Agreement will be irrefutable proof and constitute the best evidence of the Agreement and neither you nor we will object to it.
- (c) Equitable Relief. Each of the Parties will be irreparably harmed if any of the provisions of this Agreement is not performed in accordance with its terms or is breached, and will thereby be entitled to the remedy of specific performance or injunctive or similar equitable relief, in addition to any other remedy available at law or in equity.
- (d) Entire Agreement. This Agreement contains the entire agreement between the Parties, supersedes all previous oral or written agreements with regard to the same subject matter, and may be modified only by a written instrument duly executed by both Parties.
- (e) Enforcement. The prevailing Party in any action or other proceeding involving the interpretation, defense, or enforcement of this Agreement will be entitled to recover its reasonable attorney's fees and expenses from the unsuccessful Party. Reasonable attorney's fees and expenses will be presumed to be the product of the number of hours spent on the matter by the prevailing Party's attorney and the hourly billing rate charged to the prevailing Party by its attorney in similar matters (subject to rebuttal only by the introduction of competent evidence to the contrary).
- (f) Assignment. RDL Finance may, and you may not, assign this Agreement or any of the rights, interests or obligations under this Agreement to any other person. RDL Finance may also pledge or grant a security interest in the Property. This Agreement is binding on the Parties' successors [heirs] and permitted assignees.
- (g) Third-Party Beneficiary. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person that is not a Party to this Agreement, other than a permitted assignee of RDL Finance.
- (h) No Recourse. RDL Finance is purchasing all of your interest in the Property without recourse against you (other than for a Breach). This means that, in the event RDL Finance for any reason (other than your Breach of this Agreement)

does not receive all of the Property Amount, you will have no obligation to pay RDL Finance any portion of the Purchase Price that RDL Finance paid to you.

- (i) Severability. If any portion of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement will continue in full force and effect unless a failure of consideration would result.

- 6. **Governing Law; Exclusive Jurisdiction:** This Agreement is governed by and construed in accordance with the laws of the State of New Jersey. If a lawsuit or other proceeding arises out of this Agreement, the Parties consent to the exclusive jurisdiction of the State or Federal Courts of the State of New Jersey. The Parties waive any objection that they may have, now or later, to the venue of any lawsuit or proceeding or that any such lawsuit or proceeding is brought in an inconvenient court.

7. DISPUTE RESOLUTION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING HOW DISPUTES UNDER THIS AGREEMENT WILL BE RESOLVED. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes. Either you or we may elect, without the other's consent, to require that any dispute between us relating to this Agreement be resolved by binding arbitration.

Disputes Covered by Arbitration. Any claim or dispute relating to or arising out of this Agreement, or our relationship will be subject to arbitration. All disputes are subject to arbitration, no matter on what legal theory they are based or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning payments made or due under the terms of this Agreement, any Breach of this Agreement or of any of the representations, warranties or covenants agreed to under this Agreement.

Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a parent, child, guardian, representative, agent, heir, or trustee in bankruptcy. Disputes also include not only claims that relate directly to RDL Finance, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground,

and include claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise.

A Party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Commencing an Arbitration. The Party filing an arbitration must choose one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at RD Legal Finance, LLC, 45 Legion Drive, 2nd Floor, Cresskill, NJ 07626, Attn: Roni Dersovitz. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
Website: www.adr.org

JAMS
1-800-352-5267 (toll-free)
Website: www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

Administration of Arbitration. The arbitration will be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect personal information and other confidential information if requested to do so by you or us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration.

An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the

arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us.

Costs. The Party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

No Class Action or Joinder of Parties. You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

Right to Resort to Provisional Remedies Preserved. Nothing in this section shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to exercise any security interest or lien we may hold on property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Arbitration Award. The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. A Party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law. You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act.

Severability, Survival. These arbitration provisions shall survive: (i) termination of this Agreement; (ii) the bankruptcy of any Party; and (iii) the transfer or assignment of this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, the

entire arbitration provision shall not remain in force. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

8. WAIVER OF TRIAL BY JURY.

EACH OF YOU AND US HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO REQUEST A TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING RELATING TO THIS AGREEMENT.

9. CONDITIONS PRECEDENT.

(a) Our obligations to pay the Purchase Amount and to acquire the Property shall be subject to the following conditions:

(i) Your representations and warranties in this Agreement are true and correct as of the date of this Agreement;

(ii) This Agreement and the attached documents (Spousal Acknowledgment and Notice of Sale and Assignment) are signed by you before a Notary Public and returned to us (all containing original signatures);

(iii) You have complied in all material respects with all covenants required by this Agreement to be complied with by you before this Agreement is fully executed; and

(b) Your obligation to sell to us and transfer the Property to us shall be subject to the following conditions:

(i) Our representations and warranties in this Agreement are true and correct as of the date of this Agreement;

(ii) We have complied in all material respects with all covenants required by this Agreement to be complied with by us before this Agreement is fully executed; and

(iii) You have received this Agreement duly executed on behalf of us.

10. ADDITIONAL PURCHASE PRICE

If no Breach has occurred and RDL Finance receives payment of the full Property Amount by any of the following dates, RDL Finance will pay to you the following additional consideration in the form of an increase in the Purchase Price:

(A) If RDL FINANCE receives the Property Amount on or before January 31, 2016,

it will pay you an Additional Purchase Price of \$320,277.04

- (B) If RDL FINANCE receives the Property Amount between February 01, 2016 and February 29, 2016
it will pay you an Additional Purchase Price of \$315,486.13
- (C) If RDL FINANCE receives the Property Amount between March 01, 2016 and March 31, 2016
it will pay you an Additional Purchase Price of \$129,648.63
- (D) If RDL FINANCE receives the Property Amount between April 01, 2016 and April 30, 2016
it will pay you an Additional Purchase Price of \$305,703.75
- (E) If RDL FINANCE receives the Property Amount between May 01, 2016 and May 31, 2016
it will pay you an Additional Purchase Price of \$300,710.44
- (F) If RDL FINANCE receives the Property Amount between June 01, 2016 and June 30, 2016
it will pay you an Additional Purchase Price of \$295,647.77
- (G) If RDL FINANCE receives the Property Amount between July 01, 2016 and July 31, 2016
it will pay you an Additional Purchase Price of \$290,514.79
- (H) If RDL FINANCE receives the Property Amount between August 01, 2016 and August 31, 2016
it will pay you an Additional Purchase Price of \$285,310.52
- (I) If RDL FINANCE receives the Property Amount between September 01, 2016 and September 30, 2016
it will pay you an Additional Purchase Price of \$280,033.98
- (J) If RDL FINANCE receives the Property Amount between October 01, 2016 and October 31, 2016
it will pay you an Additional Purchase Price of \$274,684.15
- (K) If RDL FINANCE receives the Property Amount between November 01, 2016 and November 30, 2016
it will pay you an Additional Purchase Price of \$269,260.01
- (L) If RDL FINANCE receives the Property Amount between December 01, 2016 and December 31, 2016
it will pay you an Additional Purchase Price of \$263,760.55
- (M) If RDL FINANCE receives the Property Amount between January 01, 2017 and January 31, 2017
it will pay you an Additional Purchase Price of \$258,184.71
- (N) If RDL FINANCE receives the Property Amount between February 01, 2017 and February 28, 2017
it will pay you an Additional Purchase Price of \$252,531.43
- (O) If RDL FINANCE receives the Property Amount between March 01, 2017 and March 31, 2017
it will pay you an Additional Purchase Price of \$246,799.63
- (P) If RDL FINANCE receives the Property Amount between April 01, 2017 and April 30, 2017
it will pay you an Additional Purchase Price of \$240,988.23
- (Q) If RDL FINANCE receives the Property Amount between May 01, 2017 and May 31, 2017
it will pay you an Additional Purchase Price of \$235,096.11

- (R) If RDL FINANCE receives the Property Amount between June 01, 2017 and June 30, 2017
it will pay you an Additional Purchase Price of \$229,122.17
- (S) If RDL FINANCE receives the Property Amount between July 01, 2017 and July 31, 2017
it will pay you an Additional Purchase Price of \$223,065.25
- (T) If RDL FINANCE receives the Property Amount between August 01, 2017 and August 31, 2017
it will pay you an Additional Purchase Price of \$216,924.21
- (U) If RDL FINANCE receives the Property Amount between September 01, 2017 and September 30, 2017
it will pay you an Additional Purchase Price of \$210,697.89
- (V) If RDL FINANCE receives the Property Amount between October 01, 2017 and October 31, 2017
it will pay you an Additional Purchase Price of \$204,385.09
- (W) If RDL FINANCE receives the Property Amount between November 01, 2017 and November 30, 2017
it will pay you an Additional Purchase Price of \$197,984.62
- (X) If RDL FINANCE receives the Property Amount between December 01, 2017 and December 31, 2017
it will pay you an Additional Purchase Price of \$191,495.25
- (Y) If RDL FINANCE receives the Property Amount between January 01, 2018 and January 31, 2018
it will pay you an Additional Purchase Price of \$184,915.75
- (Z) If RDL FINANCE receives the Property Amount between February 01, 2018 and February 28, 2018
it will pay you an Additional Purchase Price of \$178,244.88
- (AA) If RDL FINANCE receives the Property Amount between March 01, 2018 and March 31, 2018
it will pay you an Additional Purchase Price of \$171,481.36
- (BB) If RDL FINANCE receives the Property Amount between April 01, 2018 and April 30, 2018
it will pay you an Additional Purchase Price of \$164,623.91
- (CC) If RDL FINANCE receives the Property Amount between May 01, 2018 and May 31, 2018
it will pay you an Additional Purchase Price of \$157,671.21
- (DD) If RDL FINANCE receives the Property Amount between June 01, 2018 and June 30, 2018
it will pay you an Additional Purchase Price of \$150,621.95
- (EE) If RDL FINANCE receives the Property Amount between July 01, 2018 and July 31, 2018
it will pay you an Additional Purchase Price of \$143,474.79
- (FF) If RDL FINANCE receives the Property Amount between August 01, 2018 and August 31, 2018
it will pay you an Additional Purchase Price of \$136,228.37
- (GG) If RDL FINANCE receives the Property Amount between September 01, 2018 and September 30, 2018
it will pay you an Additional Purchase Price of \$128,881.31
- (HH) If RDL FINANCE receives the Property Amount between October 01, 2018 and October 31, 2018

it will pay you an Additional Purchase Price of \$121,432.20

- (II) If RDL FINANCE receives the Property Amount between November 01, 2018 and November 30, 2018
it will pay you an Additional Purchase Price of \$113,879.64
- (JJ) If RDL FINANCE receives the Property Amount between December 01, 2018 and December 31, 2018
it will pay you an Additional Purchase Price of \$106,222.19
- (KK) If RDL FINANCE receives the Property Amount between January 01, 2019 and January 31, 2019
it will pay you an Additional Purchase Price of \$98,458.39
- (LL) If RDL FINANCE receives the Property Amount between February 01, 2019 and February 28, 2019
it will pay you an Additional Purchase Price of \$90,586.76
- (MM) If RDL FINANCE receives the Property Amount between March 01, 2019 and March 31, 2019
it will pay you an Additional Purchase Price of \$82,605.80
- (NN) If RDL FINANCE receives the Property Amount between April 01, 2019 and April 30, 2019
it will pay you an Additional Purchase Price of \$74,514.01
- (OO) If RDL FINANCE receives the Property Amount between May 01, 2019 and May 31, 2019
it will pay you an Additional Purchase Price of \$66,309.83
- (PP) If RDL FINANCE receives the Property Amount between June 01, 2019 and June 30, 2019
it will pay you an Additional Purchase Price of \$57,991.70
- (QQ) If RDL FINANCE receives the Property Amount between July 01, 2019 and July 31, 2019
it will pay you an Additional Purchase Price of \$49,558.06
- (RR) If RDL FINANCE receives the Property Amount between August 01, 2019 and August 31, 2019
it will pay you an Additional Purchase Price of \$41,007.28
- (SS) If RDL FINANCE receives the Property Amount between September 01, 2019 and September 30, 2019
it will pay you an Additional Purchase Price of \$32,337.74
- (TT) If RDL FINANCE receives the Property Amount between October 01, 2019 and October 31, 2019
it will pay you an Additional Purchase Price of \$23,547.80
- (UU) If RDL FINANCE receives the Property Amount between November 01, 2019 and November 30, 2019
it will pay you an Additional Purchase Price of \$14,635.78
- (VV) If RDL FINANCE receives the Property Amount between December 01, 2019 and December 31, 2019
it will pay you an Additional Purchase Price of \$5,599.99

RIGHT TO CANCEL

CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN FIVE BUSINESS DAYS FROM THE DATE YOU RECEIVE FUNDING FROM PURCHASER.

For the cancellation to be effective, you must either return to us the full amount of disbursed funds by delivering our uncashed check to our offices in person within five business days of the disbursement of funds, or mail a notice of cancellation and include in that mailing a return of the full amount of disbursed funds in the form of our uncashed check, or a registered or certified check or money order, by insured, registered or certified United States mail, postmarked within five business days of receiving funds from the company, at the address specified in the contract for the cancellation. All checks intended to cancel the transaction should be mailed to: RD Legal Finance, LLC, PO Box 12428, Newark, NJ 07101-3528.

IMPORTANT NOTICE

This is a complex financial transaction. By signing this Agreement, you are assigning your rights to a portion of the Award that you may receive in regard to the Case. In return for your assignment, you will receive an immediate cash payment that is significantly less than the portion of the Award that you are assigning. You are strongly encouraged before signing this Agreement to consult with an attorney and/or trusted financial advisor of your choice, who can assist you in determining whether this transaction will best fulfill your financial needs and objectives and protect your interests in the event you choose to proceed with this transaction.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT COMPLETELY OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF AN ATTORNEY. DEPENDING ON THE CIRCUMSTANCES, YOU MAY WANT TO CONSULT A TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL PROFESSIONAL. YOU ACKNOWLEDGE THAT YOUR ATTORNEY IN THE CIVIL ACTION OR CLAIM HAS PROVIDED NO TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL ADVICE REGARDING THIS TRANSACTION.

11. Date of Execution: This Agreement will be deemed executed only when: (i) the Agreement and the attached documents (Limited Irrevocable Power of Attorney, Certification of Truthfulness, Spousal Acknowledgment and Notice of Assignment) are signed by you before a Notary Public and returned to RDL Finance at its offices (all containing original signatures), (ii) RDL Finance receives from Rosenthal Lurie LLC or "you" the Notice of Assignment to Rosenthal Lurie LLC and the letter addressed to RDL Finance from Rosenthal Lurie LLC

acknowledging RDL Finance's lien on your interest in the Judgment, and (iii) the Agreement is signed by an agent, servant and/or employee of RDL Finance.

12. Wire Instructions: *Please send or transmit payment subject to this Agreement to RD Legal Finance, LLC at:*

Bank: BMO Harris Bank, N.A., 111 West Monroe, Chicago, IL 60603

Account Title: RD Legal Finance, LLC

Account Number: [REDACTED]

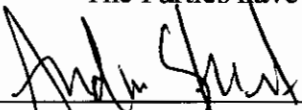
ABA Number: [REDACTED]

IMPORTANT NOTICE

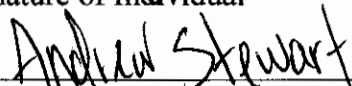
This is a complex financial transaction. By signing this Agreement, you are assigning your rights to a portion of the Award that you may receive in regard to the Case. In return for your assignment, you will receive an immediate cash payment that is significantly less than the portion of the Award that you are assigning. You are strongly encouraged before signing this Agreement to consult with an attorney and/or trusted financial advisor of your choice, who can assist you in determining whether this transaction will best fulfill your financial needs and objectives and protect your interests in the event you choose to proceed with this transaction.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT COMPLETELY OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CONTRACT. BEFORE YOU SIGN THIS CONTRACT YOU SHOULD OBTAIN THE ADVICE OF AN ATTORNEY. DEPENDING ON THE CIRCUMSTANCES, YOU MAY WANT TO CONSULT A TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL PROFESSIONAL. YOU ACKNOWLEDGE THAT YOUR ATTORNEY IN THE CIVIL ACTION OR CLAIM HAS PROVIDED NO TAX, PUBLIC OR PRIVATE BENEFIT PLANNING, OR FINANCIAL ADVICE REGARDING THIS TRANSACTION.

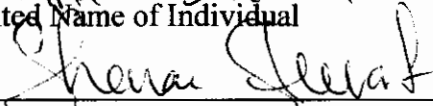
The Parties have executed this Agreement as of the date first written above.



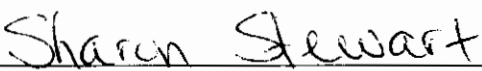
Signature of Individual



Printed Name of Individual

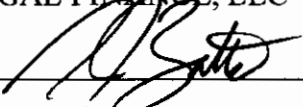



Signature of Spouse, Sharon L. Stewart




Printed Name of Spouse

RD LEGAL FINANCE, LLC

By: 



Printed Name



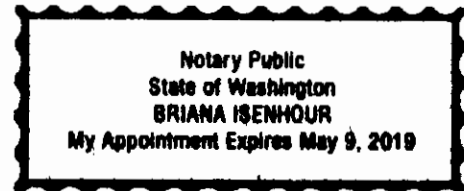
Title

ACKNOWLEDGMENT

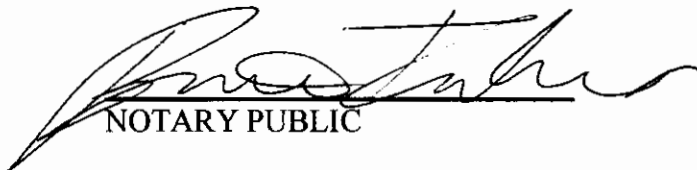
STATE OF WASHINGTON}

SS:

COUNTY OF WHATCOM } 100 625965



BE IT REMEMBERED that on date before me personally appeared Andrew S. Stewart, who I am satisfied is authorized to execute the Agreement and Power of Attorney and who executed those documents and acknowledged on the Agreement that he signed, sealed, and delivered the Agreement as his act and deed for the uses and purposes expressed therein.



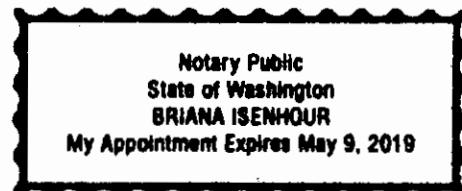
NOTARY PUBLIC

ACKNOWLEDGMENT

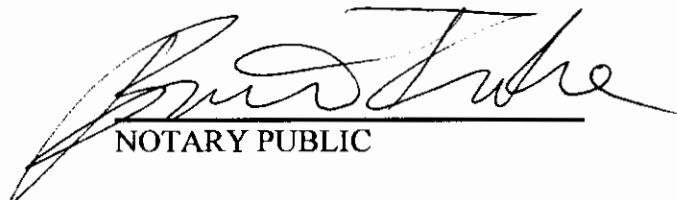
STATE OF WASHINGTON}

SS:

COUNTY OF WHATCOM } 924 969462



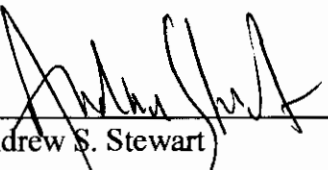
BE IT REMEMBERED that on date before me personally appeared Sharon L. Stewart, who I am satisfied is authorized to execute the Agreement and Power of Attorney and who executed those documents and acknowledged on the Agreement that he signed, sealed, and delivered the Agreement as his act and deed for the uses and purposes expressed therein.



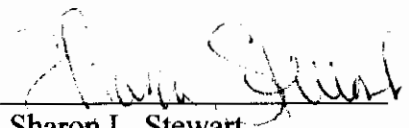
NOTARY PUBLIC

CERTIFICATION OF TRUTHFULNESS

I, Andrew S. Stewart, hereby certify that all of my statements in the Agreement and the ancillary documents that I have provided to RD Legal Finance, LLC, including but not limited to the Limited Irrevocable Power of Attorney and the document entitled "Affidavit- Global (Plaintiff Client)", are true and correct and that I know I am subject to punishment if any of those statements are willfully false.

By: 
Andrew S. Stewart

Date 01/25/16

BY (Spouse): 
Sharon L. Stewart

Date Jan 25, 2016

Spousal Acknowledgment

I, Sharon L. Stewart hereby acknowledge the following:

- (1) I am the spouse of Andrew S. Stewart, who is a Party to this Agreement;
- (2) I have read and understood the terms of, and been provided with, a copy of the Agreement;
- (3) By virtue of this Agreement, my spouse has assigned \$665,234.45 of his interest in the case regarding In Re: National Football League Players' Concussion Injury Litigation No. 2:12-md-02323-AB, MDL-2323 (the "Property") to RD Legal Finance, LLC ("RDL Finance"); and
- (4) To the best of my knowledge, my spouse (a) is not involved in any bankruptcy, insolvency or other legal proceedings that could affect his/her assets, (b) has paid or made adequate provision for payment of all federal, state and local taxes that are due, (c) has no tax or other governmental liens against him/her or his/her interest in the judgment, (d) is not indebted to me or any former spouse for support, maintenance or similar obligations, or to any child or the child's guardian for any child support or similar payments, and (e) has not transferred or assigned, and has no plans to transfer or assign, any portion of his/her interest in the judgment to any other party or person.
- (5) To the best of my knowledge, my spouse is of sound mind and possesses the appropriate mental capacity to understand the nature and consequences of this Agreement and to sign legal documents.

The undersigned has executed this Acknowledgment as of Jan 25, 2016.

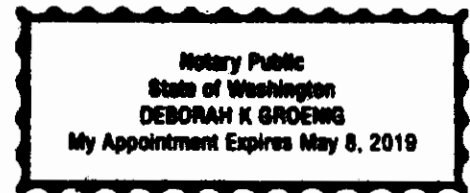
Sharon Stewart
Signature
Sharon Stewart
Printed Name

ACKNOWLEDGMENT

STATE OF WASHINGTON}

SS:

COUNTY OF WHATCOM }



I certify that on this 25th day of January, 2016, Sharon Stewart personally came before me and acknowledged under oath, to my satisfaction, that this person is the person named in and who personally signed this Acknowledgment and signed, sealed and delivered such Acknowledgment as his or her own act and deed.



Deborah K. Groeng
NOTARY PUBLIC

NOTICE OF ASSIGNMENT

TO: Rosenthal Lurie LLC
1500 JFK Boulevard, Suite 1230
Philadelphia, PA, 19102

Attn: Michael H. Rosenthal, Esq.

RE: In Re: National Football League Players' Concussion Injury Litigation No. 2:12-md-02323-AB,
MDL-2323 - Andrew S. Stewart

You are hereby notified that on January 22, 2016, Andrew S. Stewart ("Assignor") transferred and assigned to the undersigned ("RDL Finance") a portion of the Assignor's right, title and interest regarding In Re: National Football League Players' Concussion Injury Litigation No. 2:12-md-02323-AB, MDL-2323 (the "Judgment") and that the portion of Assignor's interest in that Judgment is assigned to RDL Finance in the amount of \$665,234.45 (the "Property Amount").

You are hereby instructed that, promptly following receipt of funds representing Assignor's interest in the Judgment, you are to issue a check to RDL Finance (RD Legal Finance, LLC) in the sum of the Property Amount pursuant to the Agreement(s) between the parties. You are further instructed that any distribution of the Property Amount to any person other than RDL Finance shall be in violation of the Agreement and shall result in Fund Administrator being held liable for damages and attorneys' fees for any loss suffered by RDL Finance hereunder.

RD Legal Finance, LLC (*Payment address only*)
PO Box 12428
Newark, NJ 07101-3528

Tax I.D. No. [REDACTED]

By: _____

Authorized Representative

Date: _____

1/29/16

Assignor: Andrew S. Stewart

By: _____

Date: _____

01/25/2016

By (Spouse): _____

Sharon L. Stewart

Date: _____

Jan 25, 2016

**Rosenthal Lurie LLC
1500 JFK Boulevard, Suite 1230
Philadelphia, PA 19102**

January 22, 2016

RD Legal Finance, LLC
45 Legion Drive, 2nd Floor
Cresskill, NJ 07626

Attn: Roni Dersovitz

Re: In Re: National Football League Players' Concussion Injury Litigation No. 2:12-md-02323-AB, MDL-2323 - Andrew S. Stewart

Dear Mr. Dersovitz:

This will acknowledge that our client, Andrew S. Stewart, ("Assignor"), has assigned \$665,234.45 of his interest in the judgment proceeds of the referenced case to RD Legal Finance, LLC ("RDL Finance") pursuant to the Assignment and Sale Agreement(s) dated January 22, 2016, a copy of which is attached to and made a part of this communication. Our review of the materials that have been provided to us to date, indicate that Andrew S. Stewart will receive \$1,605,500.00 in connection with Andrew S. Stewart's claim against the NFL - In Re: National Football League Players' Concussion Injury Litigation No. 2:12-md-02323-AB, MDL-2323, following the application of all offsets and set-asides.

We acknowledge receipt of the Notice of Assignment duly executed by our client, Andrew S. Stewart. In this regard, it is our understanding that, to the best of our knowledge, our client, Andrew S. Stewart, is of sound mind and possesses the appropriate mental capacity to understand the nature and consequences of this Assignment and Sale Agreement dated January 22, 2016.

Rosenthal Lurie LLC, by the signature below of Michael H. Rosenthal, advises you that as of the above date, Rosenthal Lurie LLC has reviewed its files and confirms that it has not been notified of any liens (i.e.: medical, Medicare, Medicaid, etc.) in connection with Plaintiff client Andrew S. Stewart's claim against the NFL - In Re: National Football League Players' Concussion Injury Litigation No. 2:12-md-02323-AB, MDL-2323. In addition, Rosenthal Lurie LLC is not in written receipt of any past lien upon the judgment proceeds which may be received by the Assignor.

Furthermore, with the direction and consent of our client, Andrew S. Stewart, I enclose for your review the various medical records and narratives that Rosenthal Lurie LLC has on file for Mr. Stewart.

ACKNOWLEDGMENT BY COUNSEL

The undersigned attorney, individually and as authorized representative on behalf of **Rosenthal Lurie, LLC**, hereby acknowledges and agrees that:

1. I represent **Andrew Stewart** ("Assignor") in the "Case," as defined in that certain Assignment and Sale Agreement (the "Agreement"), dated as of **January 22, 2016**, by and between Assignor and RD Legal Finance, LLC ("Purchaser").
2. I will honor the assignment by Assignor to Purchaser as contemplated under the Agreement, and hold any funds constituting proceeds of the Case on behalf of the Assignor in an appropriate escrow account for disbursement to RDL Finance at P.O. Box 12428, Newark, NJ, 7101-5328, in accordance with the Agreement.
3. A copy of this letter may be delivered via email or facsimile. Each such executed copy shall be deemed an original for all purposes.

Rosenthal Lurie, LLC



Michael H. Rosenthal

Dated: January 26, 2016

NOTICE OF ASSIGNMENT

TO: Monetary Award Fund
Claim Processing

Attn: Claims Administrator

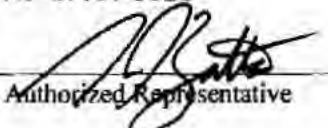
RE: In Re: National Football League Players' Concussion Injury Litigation No. 2:12-md-02323-AB,
MDL-2323 - Andrew S. Stewart

You are hereby notified that on January 22, 2016 Andrew S. Stewart ("Assignor") transferred and assigned to the undersigned ("RDL Finance") a portion of the Assignor's right, title and interest regarding In Re: National Football League Players' Concussion Injury Litigation No. 2:12-md-02323-AB, MDL-2323 (the "Judgment") and that the portion of Assignor's interest in that Judgment is assigned to RDL Finance in the amount of \$665,234.45 (the "Property Amount").

You are hereby instructed that, promptly following receipt of funds representing Assignor's interest in the Judgment, you are to issue a check to RD Legal Finance, LLC in the sum of the Property Amount pursuant to the Agreement(s) between the parties. You are further instructed that any distribution of the Property Amount to any person other than RDL Finance shall be in violation of the Agreement and shall result in Fund Administrator being held liable for damages and attorneys' fees for any loss suffered by RDL Finance hereunder.

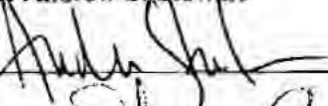
RD Legal Finance, LLC (*Payment address only*)
PO Box 12428
Newark, NJ 07101-3528

Tax I.D. No. [REDACTED]

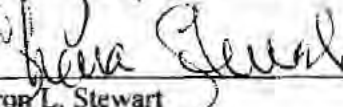
By: 
Authorized Representative

Date: 1/28/16

Assignor: Andrew S. Stewart

By: 

Date: 1/25/2016

By (Spouse): 
Sharon L. Stewart

Date: Jan 25, 2016

EXHIBIT 5-C

RD Legal Finance, LLC

Wire Transfer Request:

Transfer From (entity): RD Legal Finance, LLC Series D

Transfer To (entity): Andrew S. Stewart

Attorney Name: _____

Case Name: Stewart, Andrew S. A&S #1 (NFL Concussion plaintiff)

Other (entity): _____

Transfer Amount: 73,120.53

Transfer Date: 1/29/2018

Using: (please circle) Investor's Money Lender's Money Collections

Comments:

Stewart, Andrew S. A&S #1 (NFL Concussion plaintiff)

Total Advance 343,120.53

Less Payoff to Peachtree (270,000.00)

Net Advance 73,120.53

Beneficiary Bank: Bank of America (4251 Guide Meridian Street Bellingham, WA 98226)

ABA Routing Number:

Account Number:

Account Name: Andrew Stewart

Reference: Funding

Originator Signatory: Barbara Larcia

Reviewer Signatory:

EXHIBIT 5-D

RD Legal Finance, LLC

Wire Transfer Request:

Transfer From (entity): RD Legal Finance, LLC Series D

Transfer To (entity): Peachtree Financial Solutions

Attorney Name: _____

Case Name: Stewart, Andrew S. A&S #1 (NFL Concussion plaintiff)

Other (entity): _____

Transfer Amount: 270,000.00

Transfer Date: 1/29/2016

Using: (please circle) Investor's Money Lender's Money Collections

Comments:

Stewart, Andrew S. A&S #1 (NFL Concussion plaintiff)

Total Advance 343,120.53

Less Payoff to Peachtree (270,000.00)

Net Advance 73,120.53

Beneficiary Bank: Wells Fargo Bank, NA

ABA Routing Number:

Account Number:

Account Name: Peachtree Pre-Settlement SPV

Reference: Funding

Originator Signatory: *Barbara Leraia*

Reviewer Signatory: *[Signature]*

EXHIBIT 5-E



Wire Activity Report

Generated By: 30002712_KJESSON
Generated On: 2016-02-02 10:01:04 AM EST
Date Range: 2016-01-29 to 2016-01-29

Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account Number	Status	Approvals Received
2016-01-29	[REDACTED]	RD LEGAL FINANCE LLC SERIES D	73,120.53	USD	Andrew Stewart	[REDACTED]	Confirmed	1 of 1
<div> <div> Ordering Customer Account: [REDACTED] Ordering Customer Name: RD LEGAL/WOODFIELD Ordering Customer Address: [REDACTED] Primary Contact Number of Ordering Customer: Primary Contact Name of Ordering Customer: Wire Type: Commercial Entry Type: Freeform Template Name: Charges: No charges Exchange Rate: Converted Amount: Payment Details: Funding NFL Concussion Plaintiff A and S No. 1 Reference Number: [REDACTED] Created By: KYEUN Create Date: 2016-01-29 04:15 PM ET Last Action: Approved Last Action By: ATRUPIA Last Action Date: 2016-01-29 04:23 PM ET </div> <div> Reason For Failure: Beneficiary Address: [REDACTED] Beneficiary Bank ID: [REDACTED] Beneficiary Bank ID Type: FED Beneficiary Bank Name: Bank of America, National Association Beneficiary Bank Address: New York, New York, US Account with Institution Bank ID: Account with Institution Bank ID Type: Account with Institution Bank Name: Account with Institution Bank Address: Intermediary Bank ID: Intermediary Bank ID Type: Intermediary Bank Name: Intermediary Bank Address: Receiver's Corresponding ID: Receiver's Corresponding Bank ID Type: Receiver's Corresponding Name: Receiver's Corresponding Address: Sender to Receiver Information: Related Reference Number: IMAD Reference Number: [REDACTED] </div> </div>								

Value Date	Funding Account	Funding Account Name	Amount	Currency	Beneficiary Name	Beneficiary Account Number	Status	Approvals Received
2016-01-29	[REDACTED]	RD LEGAL FINANCE LLC SERIES D	270,000.00	USD	Peachtree Pre-Settlement SPV	2000033218304	Confirmed	1 of 1
Ordering Customer Account:		[REDACTED]	Reason For Failure:					
Ordering Customer Name:		RD LEGAL/WOODFIELD	Beneficiary Address:		[REDACTED]			
Ordering Customer Address:		[REDACTED]	Beneficiary Bank ID:		[REDACTED]			
Primary Contact Number of Ordering Customer:			Beneficiary Bank ID Type:		FED			
Primary Contact Name of Ordering Customer:			Beneficiary Bank Name:		Wells Fargo Bank, National Association			
Wire Type:		Commercial	Beneficiary Bank Address:		464 California St, SAN FRANCISCO, CA, 94104, US			
Entry Type:		Freeform	Account with Institution Bank ID:					
Template Name:			Account with Institution Bank ID Type:					
Charges:		No charges	Account with Institution Bank Name:					
Exchange Rate:			Account with Institution Bank Address:					
Converted Amount:			Intermediary Bank ID:					
Payment Details:		Funding 0 Andrew Stewart A and S No.1 NFL concussion plaintiff	Intermediary Bank ID Type:					
Reference Number:		[REDACTED]	Intermediary Bank Name:					
Created By:		KYEUN	Intermediary Bank Address:					
Create Date:		2016-01-29 04:05 PM ET	Receiver's Corresponding ID:					
Last Action:		Approved	Receiver's Corresponding Bank ID Type:					
Last Action By:		ATRUPIA	Receiver's Corresponding Name:					
Last Action Date:		2016-01-29 04:36 PM ET	Receiver's Corresponding Address:					
			Sender to Receiver Information:					
			Related Reference Number:					
			IMAD Reference Number:		[REDACTED]			

EXHIBIT 6

From: [Michael Rosenthal](#)
To: [Michael Roth](#)
Cc: [Orran Brown Sr.](#); [ClaimsAdministrator@NFLConcussionSettlement.com](#); [David Willingham](#); [rdersovitz@legalfunding.com](#); [PKwon@rdlegalcapital.com](#); [Amy Hirsch \(ahirsch@rdlegalcapital.com\)](#)
Subject: Re: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB
Date: Wednesday, April 11, 2018 2:03:44 PM

Mr. Brown,

As we discussed yesterday, Mr. Stewart has the right to decline the offer of a waiver and, having done so, the Claims Administrator must issue the payment to him and not RD Legal. Please instruct the bank holding the settlement funds to disburse \$343,120.53 to Mr. Stewart. Thank you.

Regards,

Michael

—
Michael H. Rosenthal
[Rosenthal Lurie & Broudy LLC](#)
102 Pickering Way, STE 310
Exton, PA 19341
(p) 215.496.9404
(f) 215.600.1728
[Michael@RLBlawgroup.com](#)

On Apr 11, 2018, at 4:28 PM, Michael Roth <MRoth@BSFLLP.com> wrote:

Dear Mr. Brown,

We were informed today by Michael Rosenthal, Andrew Stewart's counsel, that Mr. Stewart is refusing to sign the portion of the attached Waiver Form acknowledging the amount to be returned to RD Legal.

Rule 8(b) of the Rules Governing Assignment of Claims covers this situation and provides: "If the Settlement Class Member has not agreed to the amount advanced that has not been repaid, the Claims Administrator and the Special Master will determine the correct amount from the materials submitted."

We understand that the Assignment Review already conducted involved the review of Mr. Stewart's Assignment and Sale Agreement. For convenience, that agreement is attached to this email and plainly states that the advance to Mr. Stewart was \$343,120.53. I have also attached documentation showing that \$343,120.53 was paid by RD Legal to or on behalf of Mr. Stewart.

If any additional documentation is needed to confirm the amount, please let me know.

Regards.

Michael

Michael D. Roth

Partner

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

725 South Figueroa Street

Los Angeles, CA 90017

(t) (213) 629-9040

(f) (213) 629-9022

mroth@bsflp.com

www.bsflp.com

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From: Michael Roth

Sent: Tuesday, April 10, 2018 4:05 PM

To: 'Orran Brown'; michael@RLBlawgroup.com

Cc: David Willingham; rdersovitz@legalfunding.com; PKwon@rdlegalcapital.com; Megan Abner

Subject: RE: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB

Attached please find the Waiver Form pertaining to Andrew Stewart executed by RD Legal Finance, LLC.

Regards.

Michael D. Roth

Partner

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

725 South Figueroa Street

Los Angeles, CA 90017

(t) (213) 629-9040

(f) (213) 629-9022

mroth@bsflp.com

www.bsflp.com

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From: Orran Brown [<mailto:OBrown@browngreer.com>]

Sent: Tuesday, April 10, 2018 12:55 PM

To: Megan Abner

Cc: michael@RLBlawgroup.com; Michael Roth; David Willingham;
rdersovitz@legalfunding.com; PKwon@rdlegalcapital.com

Subject: Re: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB

Got it. Thank you.

Orran

On Apr 10, 2018, at 3:39 PM, Megan Abner <mabner@BSFLLP.com> wrote:

Dear Mr. Brown and Mr. Rosenthal,

Please see attached for correspondence regarding the above-mentioned matter from Michael Roth.

Thank you,

Megan Abner

Legal Assistant

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

(t) +1 (213) 629-9040

mabner@bsfllp.com

www.bsfllp.com

<2018-04-10 Brown re Stewart Distribution.pdf>

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<Stewart Waiver Form.pdf> <Ex_B-2 2016.01.28 (Stewart, Andrew)
Executed A&S #1.pdf> <2016.01.29 RDL Finance Series D to Andrew
Stewart.pdf> <2016.01.29 RDL Finance Series D to
Peachtree.pdf> <2016.01.29 RDL Finance Series D to Andrew Stewart,
Peachtree - released.pdf>

EXHIBIT 7

From: [Michael Roth](#)
To: [Michael Rosenthal](#)
Cc: [Orran Brown Sr.](#); [ClaimsAdministrator@NFLConcussionSettlement.com](#); [David Willingham](#); [rdersovitz@legalfunding.com](#); [PKwon@rdlegalcapital.com](#); [Amy Hirsch \(ahirsch@rdlegalcapital.com\)](#)
Subject: RE: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB
Date: Wednesday, April 11, 2018 3:12:19 PM

Mr. Brown,

Mr. Rosenthal's assertion is inconsistent with the Court's Dec. 8 Order, which provides "under the principle of rescission, Class Members should return to the Third-Party Funder the amount already paid to them," as well as Rule 8 of the Rules Governing Assignment of Claims. Notwithstanding your conversation with Mr. Rosenthal, you are not permitted to distribute the money to Mr. Stewart in a manner that is inconsistent with the Court's Order and the Rules Governing Assignment of Claims.

Michael

Michael D. Roth

Partner

BOIES SCHILLER FLEXNER LLP

725 South Figueroa Street, 31st Floor

Los Angeles, CA 90017

725 South Figueroa Street

Los Angeles, CA 90017

(t) (213) 629-9040

(f) (213) 629-9022

mroth@bsflp.com

www.bsflp.com

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From: Michael Rosenthal [mailto:michael@rlblawgroup.com]
Sent: Wednesday, April 11, 2018 2:04 PM
To: Michael Roth
Cc: [Orran Brown Sr.](#); [ClaimsAdministrator@NFLConcussionSettlement.com](#); [David Willingham](#); [rdersovitz@legalfunding.com](#); [PKwon@rdlegalcapital.com](#); [Amy Hirsch \(ahirsch@rdlegalcapital.com\)](#)
Subject: Re: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB

Mr. Brown,

As we discussed yesterday, Mr. Stewart has the right to decline the offer of a waiver and, having done so, the Claims Administrator must issue the payment to him and not RD Legal. Please instruct the bank holding the settlement funds to disburse \$343,120.53 to Mr. Stewart. Thank you.

Regards,

Michael

—
Michael H. Rosenthal
[Rosenthal Lurie & Broudy LLC](#)
102 Pickering Way, STE 310
Exton, PA 19341
(p) 215.496.9404
(f) 215.600.1728
Michael@RLBlawgroup.com

On Apr 11, 2018, at 4:28 PM, Michael Roth <MRoth@BSFLLP.com> wrote:

Dear Mr. Brown,

We were informed today by Michael Rosenthal, Andrew Stewart's counsel, that Mr. Stewart is refusing to sign the portion of the attached Waiver Form acknowledging the amount to be returned to RD Legal.

Rule 8(b) of the Rules Governing Assignment of Claims covers this situation and provides: "If the Settlement Class Member has not agreed to the amount advanced that has not been repaid, the Claims Administrator and the Special Master will determine the correct amount from the materials submitted."

We understand that the Assignment Review already conducted involved the review of Mr. Stewart's Assignment and Sale Agreement. For convenience, that agreement is attached to this email and plainly states that the advance to Mr. Stewart was \$343,120.53. I have also attached documentation showing that \$343,120.53 was paid by RD Legal to or on behalf of Mr. Stewart.

If any additional documentation is needed to confirm the amount, please let me know.

Regards.

Michael

Michael D. Roth

Partner

BOIES SCHILLER FLEXNER LLP

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From: Michael Roth
Sent: Tuesday, April 10, 2018 4:05 PM
To: 'Orran Brown'; michael@RLBlawgroup.com
Cc: David Willingham; rdersovitz@legalfunding.com; PKwon@rdlegalcapital.com; Megan Abner
Subject: RE: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB

Attached please find the Waiver Form pertaining to Andrew Stewart executed by RD Legal Finance, LLC.

Regards.

Michael D. Roth

Partner

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From: Orran Brown [<mailto:OBrown@browngreer.com>]
Sent: Tuesday, April 10, 2018 12:55 PM
To: Megan Abner
Cc: michael@RLBlawgroup.com; Michael Roth; David Willingham; rdersovitz@legalfunding.com; PKwon@rdlegalcapital.com
Subject: Re: NFL Players' Concussion Injury Litigation, Case No. 2: 12-md-02323-AB

Got it. Thank you.

Orran

On Apr 10, 2018, at 3:39 PM, Megan Abner <mabner@BSFLLP.com> wrote:

Dear Mr. Brown and Mr. Rosenthal,

Please see attached for correspondence regarding the above-mentioned matter from Michael Roth.

Thank you,

Megan Abner

Legal Assistant

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725 South Figueroa Street, 31st Floor

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<2018-04-10 Brown re Stewart Distribution.pdf>

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<Stewart Waiver Form.pdf><Ex_B-2 2016.01.28 (Stewart, Andrew) Executed A&S #1.pdf><2016.01.29 RDL Finance Series D to Andrew Stewart.pdf><2016.01.29 RDL Finance Series D to Peachtree.pdf><2016.01.29 RDL Finance Series D to Andrew Stewart, Peachtree - released.pdf>

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing was served electronically via the Court's electronic filing system on the date below upon all counsel of record in this matter.

Dated: June 26, 2018

Respectfully submitted,

BROTMAN LAW
ELLEN C. BROTMAN, ESQ.
ebrotman@ellenbrotmanlaw.com
One South Broad Street, Suite 1500
Philadelphia, PA 19107
Telephone: (215) 609 3247

s/Michael D. Roth
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Attorneys for RD LEGAL FUNDING, LLC;
RD LEGAL FINANCE, LLC; RD LEGAL
FUNDINGPARTNERS, LP; and RONI
DERSOVITZ